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Victorino v. FCA US LLC



STAR Case

Case Number: S1406000001**Release Date:** 02/26/2015**Symptom/Vehicle Issue:**

Clutch Pedal Does Not Return (Remains on the Floor) After Depressing the Pedal

Diagnosis:

1. If the clutch pedal remains on the floor after depressing the pedal, perform the following Repair Procedure.

Parts Required:

Hydraulic Assembly, Clutch Master Cylinder
 Brake Fluid
 Reservoir hose

Repair Procedure:

1. Inspect the clutch pedal over-center (pedal return spring) to ensure the spring is not damaged or mis-installed. Repair or replace as necessary.
2. Remove the Brake Master Cylinder Reservoir hose from the Clutch Master Cylinder and allow the brake fluid to drain into a container.

CAUTION: Brake fluid will damage painted surfaces. If brake fluid is spilled on any painted surfaces, wash it off immediately with water.

3. Using fresh brake fluid, completely flush all of the brake fluid from the reservoir.
4. Replace the clutch master cylinder and reservoir hose.
5. Refill the brake master cylinder with new brake fluid.
6. Power bleed the brake system.
7. Power bleed the hydraulic clutch release system.

This document does not authorize warranty repairs. This communication documents a record of past experiences. STAR Center Online does not provide any conclusions about what is wrong with the vehicle. Rather, it captures all previous cases known that appear to be similar or related to the vehicle symptom / condition. You are the expert, and you are responsible for deciding on the appropriate course of action.

Chrysler Group LLC

Contact the STAR Center for assistance if no solution is found

Version 05/23/13

EX E, PG. 075

MCPS000867

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Victorino v. FCA US LLC **NUMBER:** 06-001-16

GROUP: Clutch

DATE: January 08, 2016

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SUBJECT:

Clutch Pedal Operation X62 Extended Warranty

OVERVIEW:

This bulletin involves the replacement of the hydraulic clutch master cylinder and reservoir hose.

MODELS:

2013 - 2014	(PF)	Dodge Dart
2014 - 2015	(KL)	Jeep Cherokee

NOTE: This bulletin applies to vehicles within the following markets/countries:
NAFTA, EMEA and APAC.

NOTE: This bulletin applies to PF vehicles built on or before November 12, 2014
(MDH 1112XX) equipped with a Manual Transmission (Sales Code DE1).

NOTE: This bulletin applies to KL vehicles built on or before November 06, 2014
(MDH 1106XX) equipped with a 2.0L Diesel Engine (Sales Code EBT) and a
Manual Transmission (Sales Code DE1).

SYMPTOM/CONDITION:

Some customers may experience a reduction in clutch pedal stroke.

DIAGNOSIS:

If the customer describes the symptom/condition, perform the Repair Procedure.

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Victorino v. FCA US LLC

PARTS REQUIRED:

Qty.	Part No.	Description
1	52104854AB	Hydraulic Clutch Master Cylinder (PF)
1	52104850AC	Hydraulic Clutch Reservoir Hose (PF)
1	52104854AB	LHD Hydraulic Clutch Master Cylinder (KL)
1	52104868AC	LHD Hydraulic Clutch Reservoir Hose (KL)
1	52104858AB	RHD Hydraulic Clutch Master Cylinder (KL)
1	52104869AC	RHD Hydraulic Clutch Reservoir Hose (KL)
1	55366863AA	RHD Hydraulic Clutch Reservoir Hose Clip (KL)
1	04318080AC	Brake and Clutch Fluid DOT 3
1	04549625AD	Brake and Clutch Fluid DOT 4

REPAIR PROCEDURE:

Refer to the following repair procedures:

- KL LHD — Repair Procedure A
- KL RHD — Repair Procedure B
- PF LHD — Repair Procedure C

Repair Procedure A

1. Disconnect the hydraulic clutch master cylinder rod (1) from the clutch pedal assembly.

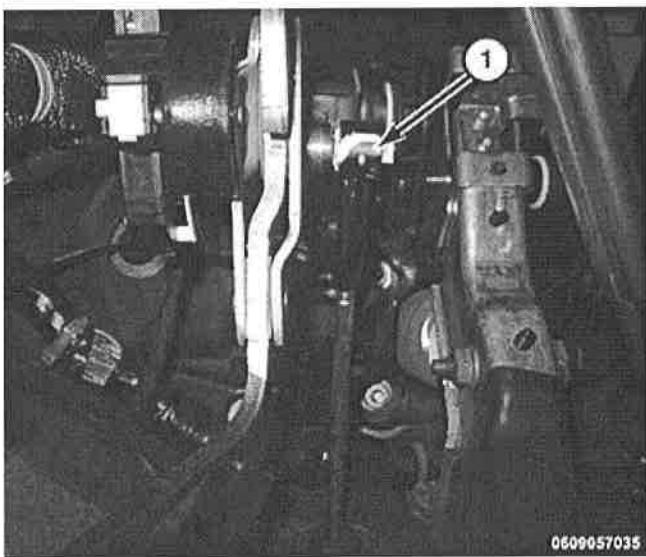


Fig. 1 Clutch Master Cylinder Rod

1 - Clutch Master Cylinder Rod

2. Raise and support the vehicle (Refer to 04 - Vehicle Quick Reference/Hoisting/Standard Procedure).
3. Remove the left front tire and wheel assembly (Refer to 22 - Tires and Wheels/Removal).
4. Remove the hydraulic clutch master cylinder reservoir supply hose from the hydraulic clutch master cylinder and allow the brake fluid to drain into a container.

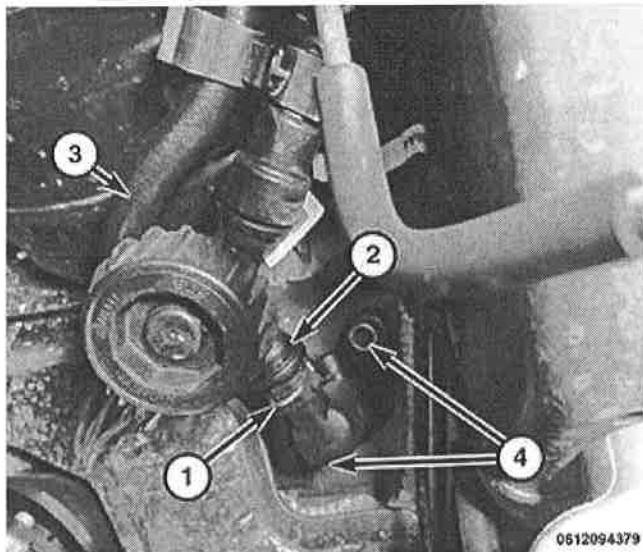


Fig. 2 Clutch Master Cylinder

- 1 - High Pressure Line Clip
- 2 - High Pressure Line
- 3 - Supply Hose
- 4 - Clutch Master Cylinder Nuts

5. Remove the high pressure line clip (1) and disconnect the high pressure line (2) from the master cylinder (Fig. 2).
6. Remove the two hydraulic clutch master cylinder nuts (4) (Fig. 2).
7. Remove the hydraulic clutch master cylinder from the vehicle and discard.
8. Remove the hydraulic clutch master cylinder reservoir supply hose from the hydraulic clutch master cylinder reservoir and discard.
9. Install the new hydraulic clutch master cylinder in the vehicle.
10. Install the hydraulic clutch master cylinder nuts (4) and tighten to the proper (Torque Specifications) (Fig. 2).
11. Install the new hydraulic clutch master cylinder supply hose (3) and install the clamp (Fig. 2).
12. Install the hydraulic clutch master cylinder high pressure line (2) and clip (1) (Fig. 2).
13. Remove the support and lower the vehicle.
14. Connect the hydraulic clutch master cylinder rod (1) to the clutch pedal assembly (Fig. 1).
15. Bleed the hydraulic clutch circuit with a minimum of 6 ounces or DOT 4 Brake Fluid (Refer to 06 - Clutch - Standard Procedure).

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Repair Procedure B

1. Disconnect the hydraulic clutch master cylinder rod from the clutch pedal assembly.
2. Raise and support the vehicle (Refer to 04 - Vehicle Quick Reference/Hoisting/Standard Procedure).
3. Disconnect the negative battery cable.
4. Disconnect the Powertrain Control Module (PCM) connectors.

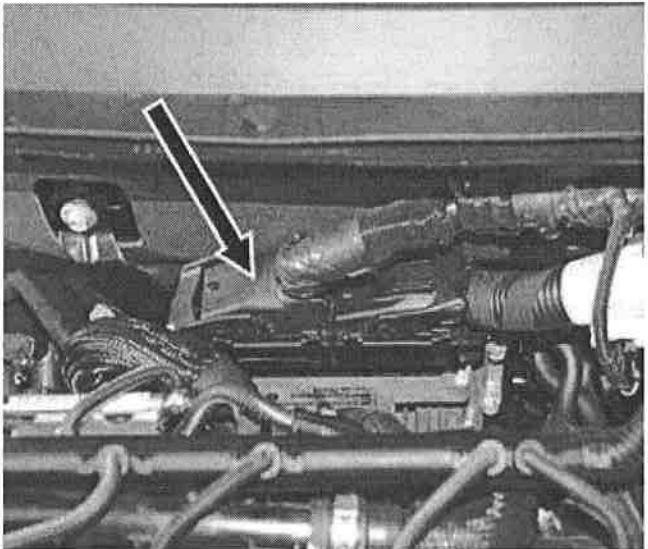


Fig. 3 PCM Electrical Connectors

5. Remove Powertrain Control Module.

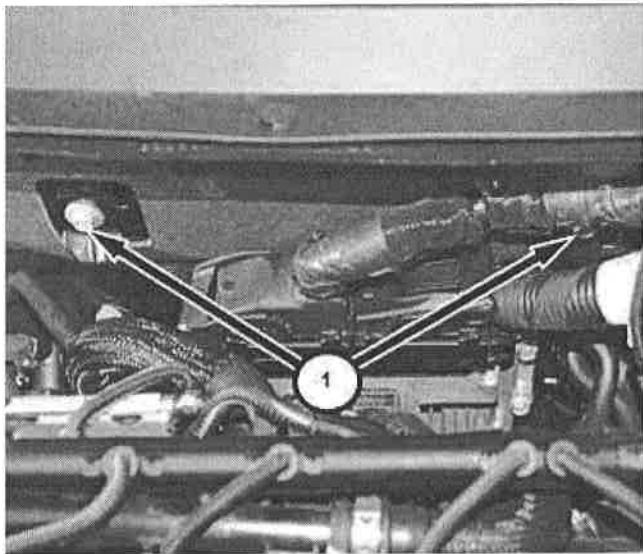


Fig. 4 PCM Bracket Bolts

1 - PCM Bracket Bolts

6. Remove the hydraulic clutch master cylinder reservoir supply hose from the hydraulic clutch master cylinder and allow the brake fluid to drain into a container.

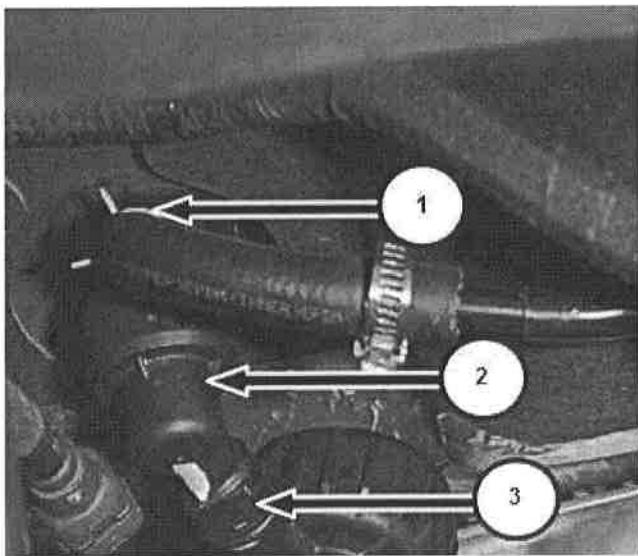


Fig. 5 Clutch Master Cylinder RHD

1 - Supply Hose

2 - Clutch Master Cylinder

3 - High Pressure Line Clip

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Victorino v. FCA US LLC

7. Remove the high pressure line clip (1) and disconnect the high pressure line (2) from the hydraulic clutch master cylinder (Fig. 5).
8. Remove the hydraulic clutch master cylinder (1) from the vehicle by rotating the clutch master cylinder clockwise 90° and discard(Fig. 5).
9. Cut the supply hose fastener (stud tie) securing the supply hose to the body.
10. Remove the hydraulic clutch master cylinder reservoir supply hose from the hydraulic clutch master cylinder reservoir and discard.
11. Install the new hydraulic clutch master cylinder.
12. Install the new hydraulic clutch master cylinder supply hose (3) and install clamp and stud tie (Fig. 5).
13. Install the hydraulic clutch master cylinder high pressure line (2) and clip (1) (Fig. 5).
14. Remove the support and lower the vehicle.
15. Connect the hydraulic clutch master cylinder rod to the clutch pedal assembly.
16. Bleed the clutch hydraulic circuit with a minimum of 6 ounces of Mopar DOT 4 Brake Fluid (Refer to 06 - Clutch - Standard Procedure).

Repair Procedure C

1. Disconnect the hydraulic clutch master cylinder rod (1) from the clutch pedal assembly.



Fig. 6 Clutch Master Cylinder Rod

1 - Clutch Master Cylinder Rod

-
2. Raise and support the vehicle (Refer to 04 - Vehicle Quick Reference/Hoisting/Standard Procedure).

3. Remove the hydraulic clutch master cylinder reservoir supply hose from the hydraulic clutch master cylinder, remove hose from hold down clip and allow the brake fluid to drain into a container.

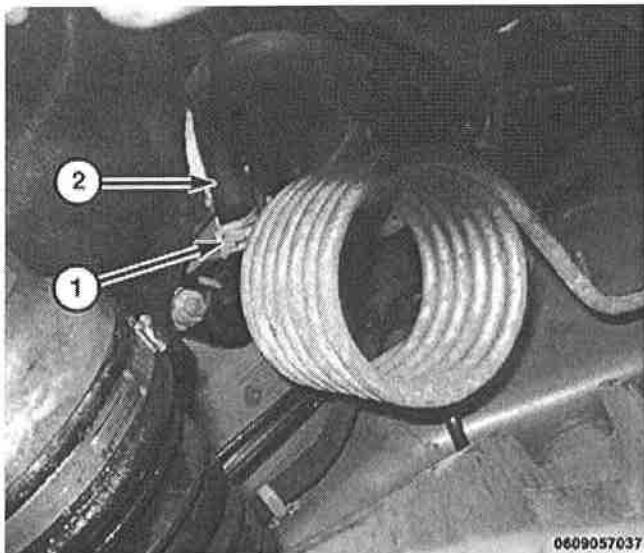


Fig. 7 Supply Hose And Clamp

1 - Supply Hose Clamp

2 - Supply Hose

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Victorino v. BECA US LLC

4. Remove the high pressure line clip (1) and disconnect the high pressure line (2) from the hydraulic clutch master cylinder.

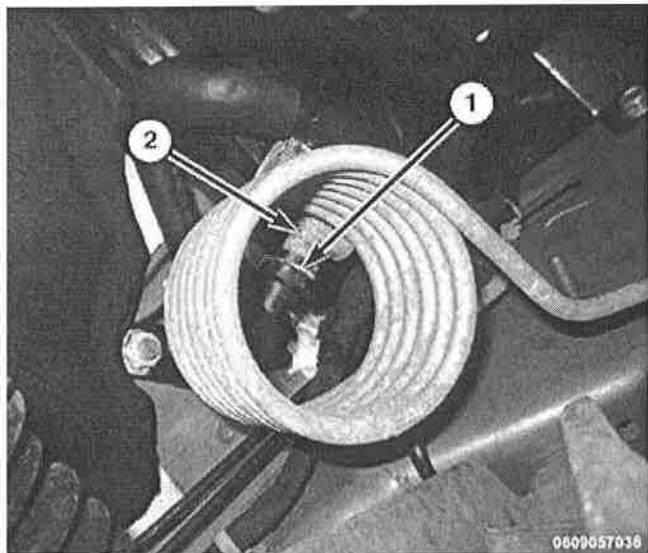


Fig. 8 Clutch Master Cylinder

1 - High Pressure Line Clip

2 - High Pressure Line

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5. Remove the two hydraulic clutch master cylinder nuts (4).

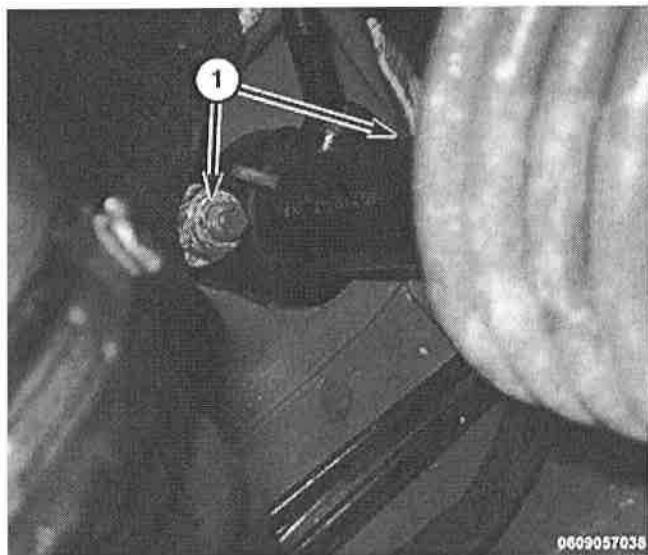


Fig. 9 Clutch Master Cylinder Nuts

1 - Clutch Master Cylinder Nuts

6. Remove the hydraulic clutch master cylinder from the vehicle and discard.
7. Remove the hydraulic clutch master cylinder reservoir supply hose from the clutch master cylinder reservoir and discard.
8. Position the new hydraulic clutch master cylinder in the vehicle.
9. Install the two hydraulic clutch master cylinder nuts (4) and tighten to the proper (Torque Specifications) (Fig. 9).
10. Install the new hydraulic clutch master cylinder supply hose (3) and install the clamp (Fig. 7).
11. Install the hydraulic clutch master cylinder high pressure line (2) and clip (1) (Fig. 8).
12. Remove the support and lower the vehicle.
13. Connect the hydraulic clutch master cylinder rod (1) to the clutch pedal assembly (Fig. 6).
14. Bleed the clutch hydraulic circuit with a minimum of 6 ounces or DOT 3 Brake Fluid (Refer to 06 - Clutch - Standard Procedure).

POLICY:

Reimbursable within the provisions of the warranty.

NOTE: Vehicles included in this Service Bulletin have a 5 Year or 60,000 Mile (97,000 Kilometers) Warranty for this repair. See Warranty Bulletins: U.S. D-16-01, Canada SAB-2016-01, Mexico BG-02-16 or International ID-16-01 for details associated with the extended warranty.

TIME ALLOWANCE:

Labor Operation No:	Description	Skill Category	Amount
06-60-05-90 KL - LHD	Master Cylinder and Reservoir Hose, Replace (3 - Skilled)	3 - Driveline	0.8 Hrs
06-60-05-91 PF - LHD	Master Cylinder and Reservoir Hose, Replace (3 - Skilled)	3 - Driveline	0.6 Hrs
06-60-05-92 KL - RHD	Master Cylinder and Reservoir Hose, Replace (3 - Skilled)	3 - Driveline	0.7 Hrs

FAILURE CODE:

ZZ	Service Action
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SERVICE BULLETIN

GROUP: Clutch

DATE: August 27, 2016

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THIS BULLETIN SUPERSEDES SERVICE BULLETIN 06-001-16, DATED JANUARY 08, 2016, WHICH SHOULD BE REMOVED FROM YOUR FILES. ALL REVISIONS ARE HIGHLIGHTED WITH **ASTERISKS AND INCLUDE ADDITIONAL MODEL YEAR.**

SUBJECT:

Clutch Pedal Operation X62 Extended Warranty

OVERVIEW:

This bulletin involves the replacement of the hydraulic clutch master cylinder and reservoir hose.

MODELS:

2013 - **2015**	(PF)	Dodge Dart
2014 - 2015	(KL)	Jeep Cherokee

**NOTE: This bulletin applies to vehicles within the following markets/countries:
NAFTA, EMEA and APAC.**

**NOTE: This bulletin applies to PF vehicles built on or before November 12, 2014
(MDH 1112XX) equipped with a 6-Speed C635 Manual Transmission (Sales
Code DE1).**

**NOTE: This bulletin applies to KL vehicles built on or before November 06, 2014
(MDH 1106XX) equipped with a 2.0L I4 Turbo Diesel Engine (Sales Code EBT)
and a 6-Speed C635 Manual Transmission (Sales Code DE1).**

SYMPTOM/CONDITION:

Some customers may experience a reduction in clutch pedal stroke.

DIAGNOSIS:

If the customer describes the symptom/condition, perform the Repair Procedure.

PARTS REQUIRED:

Qty.	Part No.	Description
1	52104854AB	Hydraulic Clutch Master Cylinder (PF)
1	52104850AC	Hydraulic Clutch Reservoir Hose (PF)
1	52104854AB	LHD Hydraulic Clutch Master Cylinder (KL)
1	52104868AC	LHD Hydraulic Clutch Reservoir Hose (KL)
1	52104858AB	RHD Hydraulic Clutch Master Cylinder (KL)
1	52104869AC	RHD Hydraulic Clutch Reservoir Hose (KL)
1	55366863AA	RHD Hydraulic Clutch Reservoir Hose Clip (KL)
1	04318080AC	Brake and Clutch Fluid DOT 3
1	04549625AD	Brake and Clutch Fluid DOT 4

REPAIR PROCEDURE:

Refer to the following repair procedures:

- KL LHD — Repair Procedure A
- KL RHD — Repair Procedure B
- PF LHD — Repair Procedure C

Repair Procedure A

1. Disconnect the hydraulic clutch master cylinder rod (1) from the clutch pedal assembly.

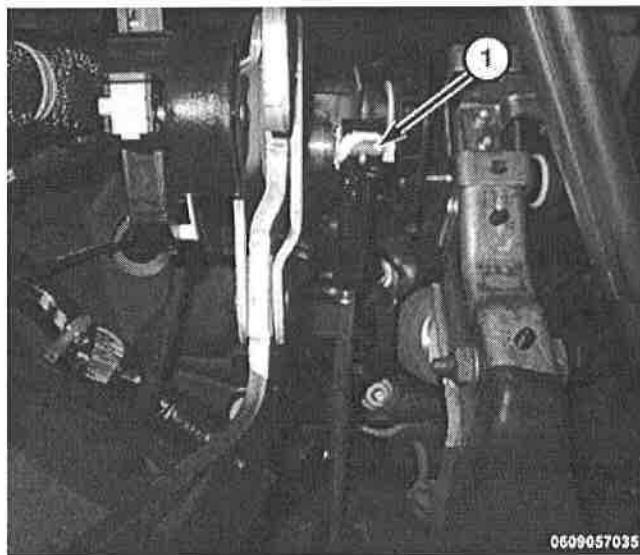


Fig. 1 Clutch Master Cylinder Rod

1 - Clutch Master Cylinder Rod

2. Raise and support the vehicle (Refer to 04 - Vehicle Quick Reference/Hoisting/Standard Procedure).
3. Remove the left front tire and wheel assembly (Refer to 22 - Tires and Wheels/Removal).
4. Remove the hydraulic clutch master cylinder reservoir supply hose from the hydraulic clutch master cylinder and allow the brake fluid to drain into a container.

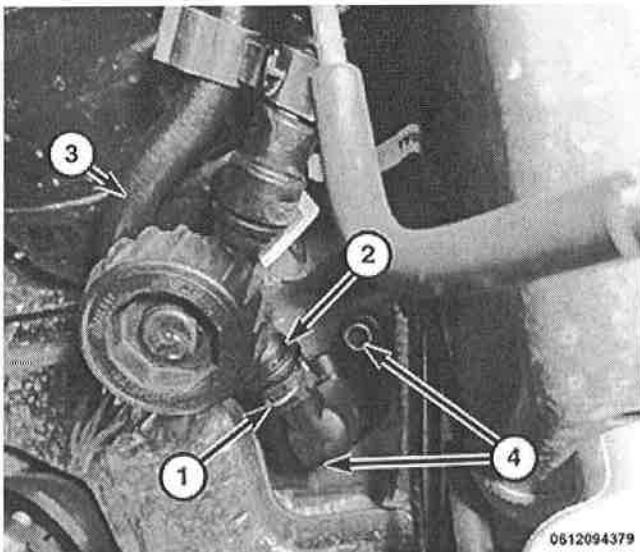


Fig. 2 Clutch Master Cylinder

- 1 - High Pressure Line Clip
- 2 - High Pressure Line
- 3 - Supply Hose
- 4 - Clutch Master Cylinder Nuts

5. Remove the high pressure line clip (1) and disconnect the high pressure line (2) from the master cylinder (Fig. 2).
6. Remove the two hydraulic clutch master cylinder nuts (4) (Fig. 2).
7. Remove the hydraulic clutch master cylinder from the vehicle and discard.
8. Remove the hydraulic clutch master cylinder reservoir supply hose from the hydraulic clutch master cylinder reservoir and discard.
9. Install the new hydraulic clutch master cylinder in the vehicle.
10. Install the hydraulic clutch master cylinder nuts (4) and tighten to the proper (Torque Specifications) (Fig. 2).
11. Install the new hydraulic clutch master cylinder supply hose (3) and install the clamp (Fig. 2).
12. Install the hydraulic clutch master cylinder high pressure line (2) and clip (1) (Fig. 2).
13. Remove the support and lower the vehicle.
14. Connect the hydraulic clutch master cylinder rod (1) to the clutch pedal assembly (Fig. 1).
15. Bleed the hydraulic clutch circuit with a minimum of 6 ounces or DOT 4 Brake Fluid (Refer to 06 - Clutch - Standard Procedure).

Repair Procedure B

1. Disconnect the hydraulic clutch master cylinder rod from the clutch pedal assembly.
2. Raise and support the vehicle (Refer to 04 - Vehicle Quick Reference/Hoisting/Standard Procedure).
3. Disconnect the negative battery cable.
4. Disconnect the Powertrain Control Module (PCM) connectors.

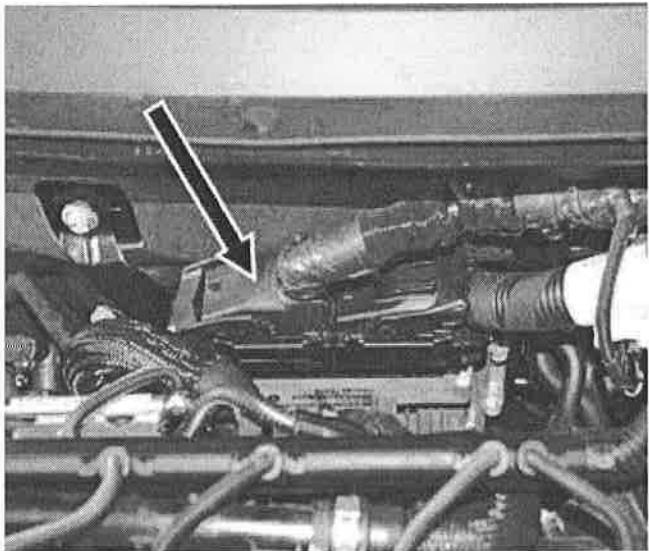


Fig. 3 PCM Electrical Connectors

5. Remove Powertrain Control Module.

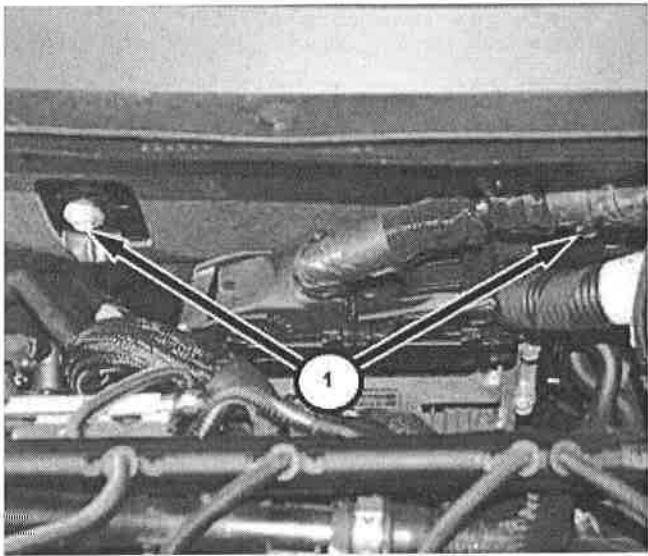


Fig. 4 PCM Bracket Bolts

1 - PCM Bracket Bolts

6. Remove the hydraulic clutch master cylinder reservoir supply hose from the hydraulic clutch master cylinder and allow the brake fluid to drain into a container.

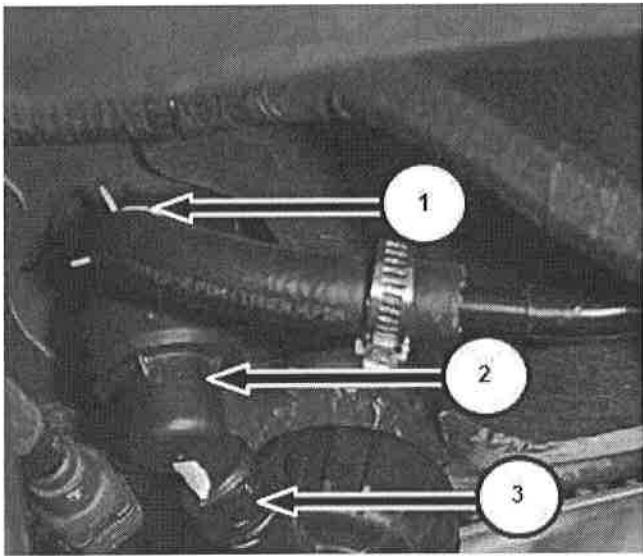


Fig. 5 Clutch Master Cylinder RHD

1 - Supply Hose
2 - Clutch Master Cylinder
3 - High Pressure Line Clip

7. Remove the high pressure line clip (1) and disconnect the high pressure line (2) from the hydraulic clutch master cylinder (Fig. 5).
8. Remove the hydraulic clutch master cylinder (1) from the vehicle by rotating the clutch master cylinder clockwise 90° and discard(Fig. 5).
9. Cut the supply hose fastener (stud tie) securing the supply hose to the body.
10. Remove the hydraulic clutch master cylinder reservoir supply hose from the hydraulic clutch master cylinder reservoir and discard.
11. Install the new hydraulic clutch master cylinder.
12. Install the new hydraulic clutch master cylinder supply hose (3) and install clamp and stud tie (Fig. 5).
13. Install the hydraulic clutch master cylinder high pressure line (2) and clip (1) (Fig. 5).
14. Remove the support and lower the vehicle.
15. Connect the hydraulic clutch master cylinder rod to the clutch pedal assembly.
16. Bleed the clutch hydraulic circuit with a minimum of 6 ounces of Mopar DOT 4 Brake Fluid (Refer to 06 - Clutch - Standard Procedure).

Repair Procedure C

1. Disconnect the hydraulic clutch master cylinder rod (1) from the clutch pedal assembly.

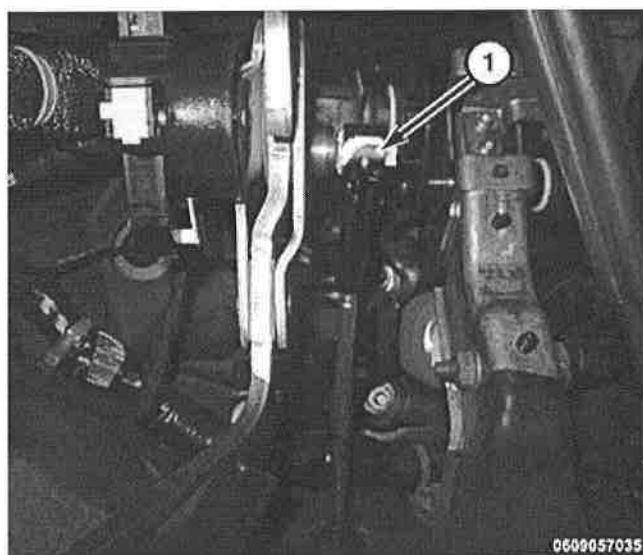


Fig. 6 Clutch Master Cylinder Rod

1 - Clutch Master Cylinder Rod

-
2. Raise and support the vehicle (Refer to 04 - Vehicle Quick Reference/Hoisting/Standard Procedure).

3. Remove the hydraulic clutch master cylinder reservoir supply hose from the hydraulic clutch master cylinder, remove hose from hold down clip and allow the brake fluid to drain into a container.

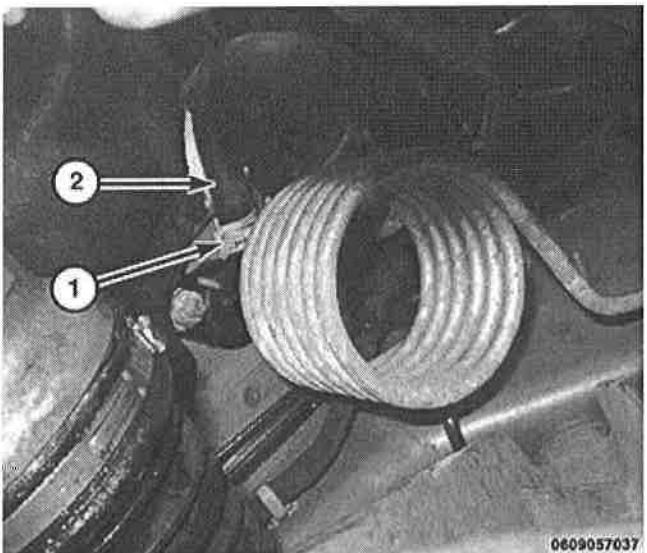


Fig. 7 Supply Hose And Clamp

1 - Supply Hose Clamp

2 - Supply Hose

4. Remove the high pressure line clip (1) and disconnect the high pressure line (2) from the hydraulic clutch master cylinder.

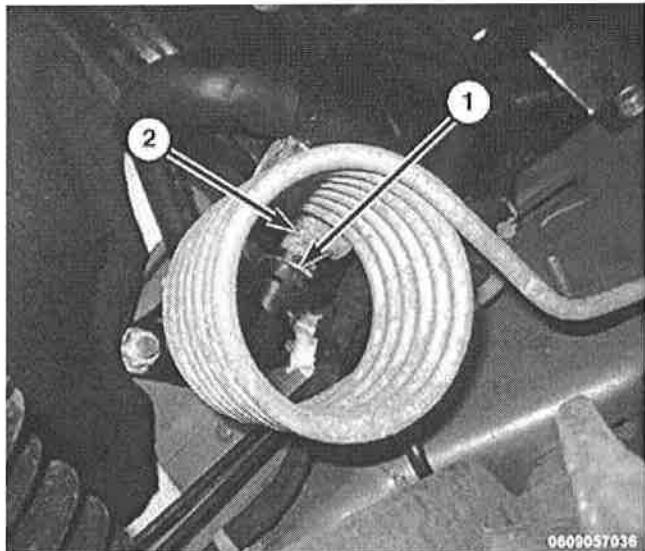


Fig. 8 Clutch Master Cylinder

1 - High Pressure Line Clip

2 - High Pressure Line

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5. Remove the two hydraulic clutch master cylinder nuts (4).

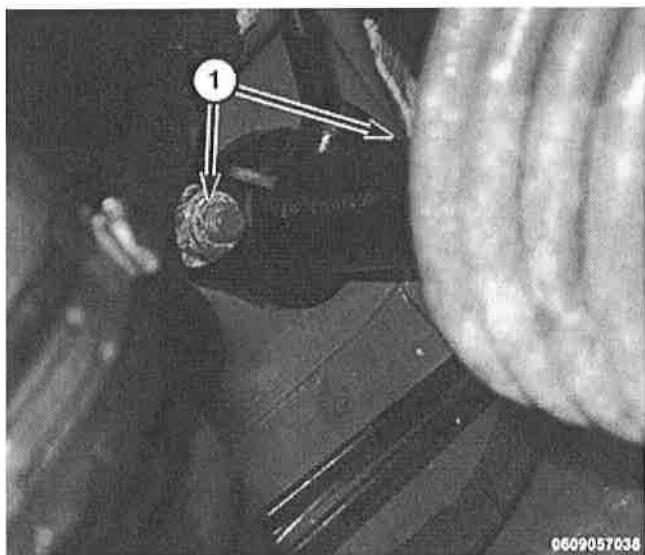


Fig. 9 Clutch Master Cylinder Nuts

1 - Clutch Master Cylinder Nuts

6. Remove the hydraulic clutch master cylinder from the vehicle and discard.
7. Remove the hydraulic clutch master cylinder reservoir supply hose from the clutch master cylinder reservoir and discard.
8. Position the new hydraulic clutch master cylinder in the vehicle.
9. Install the two hydraulic clutch master cylinder nuts (4) and tighten to the proper (Torque Specifications) (Fig. 9).
10. Install the new hydraulic clutch master cylinder supply hose (3) and install the clamp (Fig. 7).
11. Install the hydraulic clutch master cylinder high pressure line (2) and clip (1) (Fig. 8).
12. Remove the support and lower the vehicle.
13. Connect the hydraulic clutch master cylinder rod (1) to the clutch pedal assembly (Fig. 6).
14. Bleed the clutch hydraulic circuit with a minimum of 6 ounces or DOT 3 Brake Fluid (Refer to 06 - Clutch - Standard Procedure).

POLICY:

Reimbursable within the provisions of the warranty.

NOTE: Vehicles included in this Service Bulletin have a 5 Year or 60,000 Mile (97,000 Kilometers) Warranty for this repair. See Warranty Bulletins: U.S. D-16-01, Canada SAB-2016-01, Mexico BG-02-16 or International ID-16-01 for details associated with the extended warranty.

TIME ALLOWANCE:

Labor Operation No:	Description	Skill Category	Amount
06-60-05-90 KL - LHD	Master Cylinder and Reservoir Hose, Replace (3 - Skilled)	3 - Driveline	0.8 Hrs
06-60-05-91 PF - LHD	Master Cylinder and Reservoir Hose, Replace (3 - Skilled)	3 - Driveline	0.6 Hrs
06-60-05-92 KL - RHD	Master Cylinder and Reservoir Hose, Replace (3 - Skilled)	3 - Driveline	0.7 Hrs

FAILURE CODE:

ZZ	Service Action
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JCB FORENSIC ENGINEERING CONSULTANTS INC

EXPERT REPORT OF MICHAEL STAPLEFORD PURSUANT TO FEDERAL RULE OF
CIVIL PROCEDURE 26(a)(2)(B)

Carlos Victorino and Adam Tavitian v. FCA US LLC.
Case No. 16CV1617 GPC JLB

Michael Stapleford, P.E.
JCB Forensic Engineering Consultants, Inc.
6947 Coal Creek Parkway S.E. #427
Newcastle, WA, 98059

October 4, 2017

INTRODUCTION AND BACKGROUND

My name is Michael Stapleford. I am the president of JCB Forensic Engineering Consultants Inc. My technical areas of specialization include, but are not limited to, mechanical failure analysis and vehicle systems analysis. I am certified by the National Institute of Automotive Service Excellence (“ASE”) in, but not limited to, the following subjects:

- Engine repair
- Automatic transmission/transaxle
- Suspension and steering
- Automotive braking systems
- Non-structural analysis and repair
- Mechanical and electrical components

Exhibit A contains a list of court cases for which I have provided testimony at trial, arbitration, or deposition since January 26, 2004. Exhibit B contains my curriculum vitae. Capstone Law APC requested that I provide expert analysis in this lawsuit. Exhibit C contains my fees for this work and testimony associated with this work. Exhibit D is my proposed revision to FCA’s X62 Extended Warranty repair procedure to resolve the “pedal down” issue.

ENGAGEMENT

I have been retained as a Forensic Expert by Capstone Law, APC, on behalf of Plaintiffs Carlos Victorino and Adam Tavitian to conduct an analysis of the hydraulic clutch system (“Clutch System”) in 2013- 2016 Dodge Dart vehicles equipped with the Fiat manual six-speed transmission known as the C635 transmission (DE1) (“Class Vehicles”). I have been tasked with determining 1) whether there is a design defect in the Clutch System, 2) whether the defect is common to all Class Vehicles, 3) whether the defect caused the symptoms that the Plaintiffs experienced and required repairs to their vehicles, 4) whether FCA’s X62 Extended Warranty repair procedure resolved the defect that the Plaintiffs allege, and 5) if the X62 repair procedure does not resolve the defect, whether there is a way to revise FCA’s X62 repair procedure to resolve the defect. If called upon as a witness, I would and could testify competently to all facts within my personal knowledge.

DOCUMENTS REVIEWED AND CONSIDERED

- 1) Conformed Complaint filed June 24, 2016.
- 2) First Amended Complaint filed June 19, 2017.
- 3) Repair Orders and sales contract for Carlos Victorino's vehicle, 2014 Dodge Dart VIN 1C3CDFBB7ED724714.
- 4) Repair Orders and sales contract for Adam Tavitian's vehicle, 2013 Dodge Dart VIN 1C3CDFBXDD153964.
- 5) FCA Hydraulic Clutch Performance and Process Standards.
- 6) FCA Service Manual Excerpts.
- 7) FCA Engineering Drawings, Bills of Materials, Change Orders.
- 8) Star Reports.
- 9) Star Case # S1406000001.
- 10) Valeo Failure Analysis Report Dated October 25, 2013.
- 11) Valeo Failure Analysis Report Dated November 11, 2013.
- 12) Failure Data Tables.
- 13) Service Bulletin 06-001-16.
- 14) Service Bulletin 06-001-16 REV.A.
- 15) FCA Overstroke Study and Test Plan.
- 16) Deposition of Adam Tavitian.
- 17) Deposition of Carlos Victorino.
- 18) DOW FTIR Analysis.
- 19) FCA Clutch Burst Study Presentation.

OBSERVATIONS

1. The Clutch System in the Class Vehicles, also referred to by FCA as an actuation system or unit, is composed of an integrated set of components that includes the clutch pedal, a Clutch Master Cylinder (“CMC”), a concentric Clutch Slave Cylinder (“CSC”), a fluid reservoir, a Reservoir Hose, an interconnecting steel hydraulic line or tube, and a clutch assembly, which includes the clutch disk, the pressure plate and the flywheel. The clutch disk is constructed of layers of friction material to engage with the pressure plate and the flywheel as the pressure plate compresses the clutch disk onto the flywheel, connecting the engine to the transmission input shaft. The CMC is connected to a fluid reservoir, which is shared by the Master Brake Cylinder, by the subject Reservoir Hose. The clutch pedal is connected to the CMC via a push-rod.

2. When the driver depresses the clutch pedal, a piston in the CMC displaces fluid through the steel tube connected to the CSC. The pressurized fluid transmits force through the steel tube to push a piston inside the CSC against an integrated release bearing (also called a “throw-out” bearing or “TO” bearing). The release bearing presses against the clutch assembly to disengage the engine from the transmission. When the driver releases the clutch pedal, the pressure in the CSC is released and the clutch assembly engages, which should allow the gears to engage smoothly.

3. Overall, these Clutch System components work together to engage and release the engine from the transmission in a smooth and predictable manner as the driver shifts gears. However, if these components are damaged, the clutch assembly can malfunction and fail to properly engage or disengage, causing the clutch disk to overheat and burn the friction material. The malfunction can also cause damage to the transmission and/or cause the vehicle to stall.

4. FCA developed a single repair procedure to address clutch pedal stroke anomalies common to all Class Vehicles. Symptoms described by customers include “clutch pedal sticks to the floor,” “clutch pedal feels soft,” or “the clutch pedal catches.” The procedure was first implemented in 2014 with the release of STAR Case S140600001 to address “Clutch Pedal Does Not Return (Remains on the Floor) After Depressing the Pedal” (Bates No. 3887). The version released on or around August 15, 2014, recommended replacing the CMC in addition to repairing or replacing the Clutch Pedal Over Center Spring (Pedal Return Spring) as needed

(Bates No. 3887). On or around February 26, 2015, STAR Case S140600001 was updated to include replacement of the Reservoir Hose (Bates No. 1735). On or around January 8, 2016, the same repair procedure, excluding the Pedal Return Spring, was implemented as Service Bulletin 06-001-16 or “Clutch Pedal Operation X62 Extended Warranty.” It is my opinion that the procedure requiring replacement of the CMC and Reservoir Hose (“X62 Repair”) was developed to address a single defect common to all Class Vehicles. It is also my opinion that the X62 repair is incomplete.

5. FCA has admitted that the CMC’s Reservoir Hose leaches plasticizer, which causes it to degrade and release fibers that contaminate the hydraulic fluid, and damage the CMC’s seals, including causing them to swell. FCA also determined that this contamination necessitates replacement of both the CMC and the Reservoir Hose. However, as discussed more fully below, the X62 Repair, and the repair procedure specified in STAR Case Number S140600001, fail to provide for replacement of the CSC, even though it is bathed in the same hydraulic fluid, and thus subject to the same contamination and seal damage that necessitates replacement of the CMC.

6. It is relatively simple and inexpensive to replace the CMC and Reservoir Hose pursuant to FCA’s repair procedures. But to replace the CSC, the engine would need to be separated from the transmission. FCA’s procedures do not authorize this more expensive and labor-intensive repair.

7. Further, as discussed below, it is my opinion that the CSC *itself* is defectively designed because its aluminum body is clipped to a plastic base. It is therefore structurally unstable and subject to unintended lateral movement, which is caused by the swelling of the piston seal due to the contaminated fluid. The swollen seal impedes the piston’s normal movement, such that it “cocks” (tilts improperly) inside the cylinder bore, or by making contact with the transmission input shaft, which passes through a hole in the center of the piston. Either condition prevents movement of the clutch pressure plate springs and interferes with clutch engagement, resulting in adverse clutch pedal symptoms and damage to other clutch system components.

8. It is my opinion that the “clutch pedal sticks to the floor,” “clutch pedal feels soft,” and “the clutch pedal catches” symptoms (“clutch stroke anomalies”) are caused by the defect addressed by FCA’s X62 Repair, the defectively designed CSC, or a combination of both. In

all of these cases, the CSC requires replacement.

INVESTIGATION AND FINDINGS

9. My findings and opinions are based on my review of the following, including: documents produced by FCA, including failure analysis reports and similar reports from Valeo (FCA's vendor), Engineering Change Orders (ECOs) and the X62 Bulletin; Plaintiffs' deposition testimony; a Preliminary inspection of Plaintiff Tavitian's vehicle; Plaintiffs' repair orders; examination of exemplar FCA CMCs and CSCs and comparison of those parts to similar parts made for competing manufacturers; and examination of similar CMCs and CMCS that Valeo made for other manufacturers.

10. The analytical methods and the standards of automotive repair I have employed in this investigation are generally accepted in the scientific community and automotive repair industry.

11. Plaintiff Carlos Victorino owns a 2014 Dodge Dart, and Plaintiff Adam Tavitian owns a 2013 Dodge Dart ("Plaintiffs' Vehicles"). Both of Plaintiffs' Vehicles are equipped with a Fiat C635 manual transmission (DE1).

12. Plaintiffs' Vehicles are equipped with the same Clutch System, which transmits pressure from the clutch pedal to the clutch itself by way of hydraulic fluid.

13. As discussed above, when the driver depresses the clutch pedal, a piston inside the CMC displaces fluid through a steel tube to the CSC. In turn, a piston inside the CSC pushes against its release bearing to disengage the engine from the transmission. When the driver releases the clutch pedal, the fluid returns to the CMC, allowing the clutch assembly to engage the gears to engage smoothly.

14. The design of the Clutch System in Plaintiffs' Vehicles is the same in all Class Vehicles.

FCA'S X62 REPAIR IS INSUFFICIENT

15. I analyzed documents showing FCA discovered that the CMC's Reservoir Hose in the Class Vehicles was leaching plasticizer, which caused the hose to degrade and release fibers. The plasticizer contaminated the Clutch System's hydraulic fluid and caused swelling of the CMC's seals and the CSC's seals, which are both made of rubber. The fibrous debris also

contaminated the hydraulic fluid, resulting in wear on the cylinders' bore surfaces and interference with the pistons' movement.

16. When fluid in a hydraulic system becomes contaminated, all of the components that have been exposed to the contamination must be replaced. Any steel tubing must also be thoroughly cleaned with brake cleaner and dried completely before reassembly to ensure that none of the contaminants remain. In the case of the FCA Clutch System components, fibers and plasticizer can and will migrate throughout the hydraulic system and cause other components to fail. The degradation of these components and release of debris contaminate the entire Clutch System in the Class Vehicles.

17. As a result of its findings, FCA issued STAR Case S1406000001, and then the X62 Repair, requiring technicians to replace the Reservoir Hose and CMC where drivers "experience a reduction in clutch pedal stroke." The recommended repairs left out the CSC, even though it is subject to the same contaminated fluid that necessitates replacement of the CMC.

18. As noted above, the swelling of seals can occur anywhere in the hydraulic system where contaminated fluid circulates. Failure to replace all components in vehicles with contaminated fluid creates the real possibility that other components will fail later. The X62 Repair did not address the CSC or include a Clutch System cleaning procedure to eliminate residual contaminants.

19. The procedure recommended by FCA's X62 Repair requires that the hydraulic fluid be drained from the clutch system in order to replace the CMC and the Reservoir Hose. The fluid is then replaced without flushing the entire brake fluid reservoir or cleaning the steel tube through which the contaminated hydraulic fluid flows from the CMC to the CSC. The procedure also ignores the swollen seals and fibrous debris that caused the CMC to malfunction.

20. FCA's failure to include replacement of the CSC and thoroughly clean and dry the metal tubing when replacing the CMC caused CSC and CMC failures even after replacement of CMCs. The plasticizer that leached into the hydraulic fluid and the debris released from the degrading Reservoir Hose will leave remnant material that will eventually cause damage to the CSC seal and require replacement of the CSC. Therefore, the same Clutch System malfunction and resulting clutch stroke anomalies are likely to occur at some point in time in all Class

Vehicles.

21. As a result, FCA's X62 Repair is not adequate to ensure that the Clutch System operates properly or as expected.

22. FCA's existing X62 repair can be modified to address the issues discussed above. I have prepared a revised version of FCA's existing X62 Repair (Exhibit D) based on the analysis described in this report and data regarding costs and labor requirements produced by FCA. The costs and labor times referenced, which include labor required to disassemble and drain the clutch system in order to access the CMC, the Reservoir Hose, the CSC, and the hydraulic line, are based on FCA's labor times, obtained from an independent repair database (Alldata), and pricing for OEM parts was obtained from purchase of exemplar parts from FCA.¹

LEACHED PLASTISIZER AND RESIDUAL DEBRIS CAUSE THE CSC TO MALFUNCTION

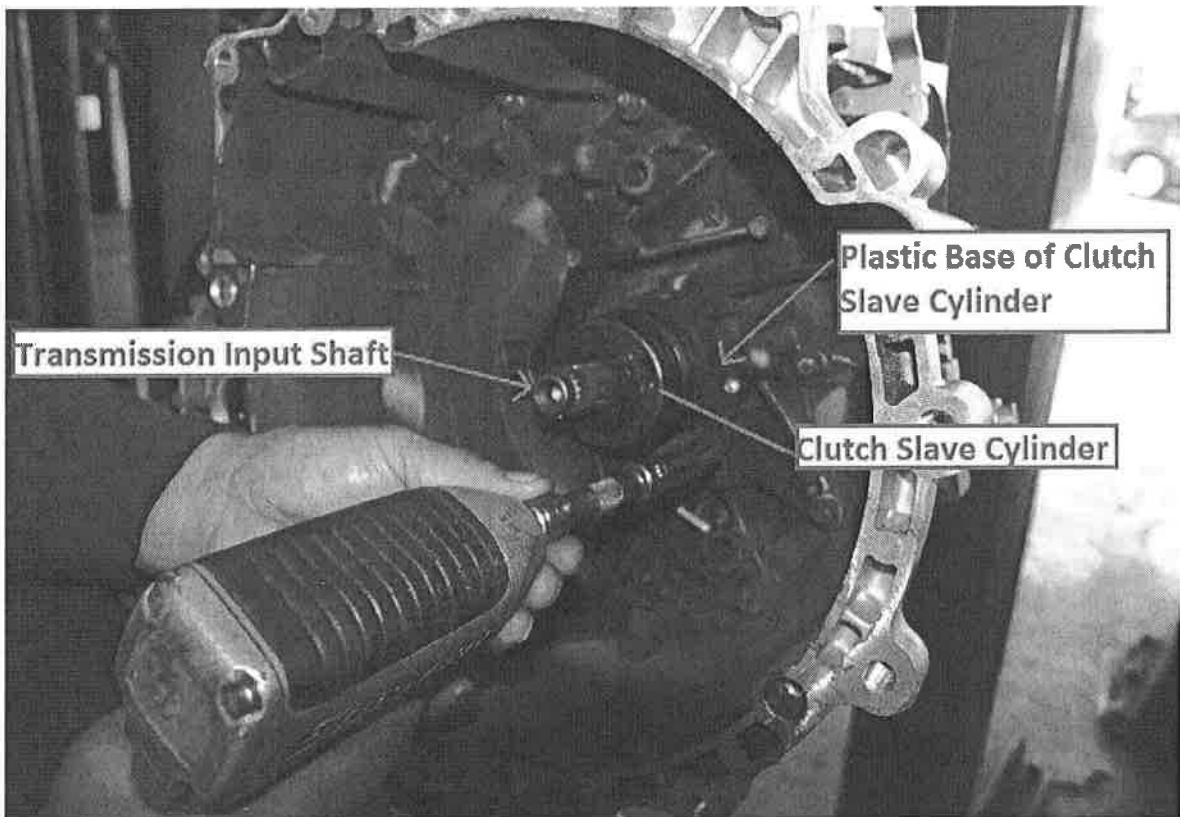
23. The CSC is what is called a "concentric design" and is composed of a body, a piston, and the release bearing. It is called "concentric" because it concentrically surrounds the transmission input shaft—the component that transmits power from the engine to the transmission. Because of this concentricity, the CSC must have a hole through its center, unlike the CMC.

24. FCA's CSC was manufactured by Valeo, a third-party manufacturer, to FCA's specifications. Valeo also makes Clutch Slave Cylinders for other manufacturers, including Hyundai.

25. Figure 1 below shows a CSC about to be removed from the transmission of a MY 2013 Class Vehicle. I took this picture as part of my examination of exemplar Clutch Slave Cylinders, all of which are of the concentric design. The input shaft can be seen protruding through the center of the CSC.

¹ FCA's X62 Repair includes the Class Vehicles (designated PF), as well as FCA's Jeep Cherokee equipped with the same transmission (designated KL). The revised repair procedure I proposed is for the Class Vehicles only (Repair Procedure "C").

Figure 1. Clutch Slave Cylinder



26. An important difference between the FCA-designed CSC and Clutch Slave Cylinders used by competing automotive companies is that FCA's CSC is a "two-piece" design. Whereas other automotive companies' slave cylinders are made of a single, solid cast aluminum body, as discussed in paragraphs above, the FCA design is composed of 1) a plastic base with integral clips, 2) clipped to an extruded aluminum cylinder. A solid aluminum body integrates a rigid base with the cylinder bored directly into the cast aluminum, while FCA's two-piece design does not firmly hold the cylinder to the base.

27. Figure 2 is a photograph I took of an FCA-designed CSC. The black plastic base is visible toward the bottom of the photograph. Figure 3 (*Id.*) shows a Hyundai slave cylinder, also manufactured by Valeo, with the one-piece aluminum body design. Compare the black plastic base in Figure 2 to the aluminum base in Figure 3.

Figure 2. FCA-designed CSC. The black plastic base is visible in the bottom of the image. It is connected to the extruded aluminum portion of the cylinder by clips.

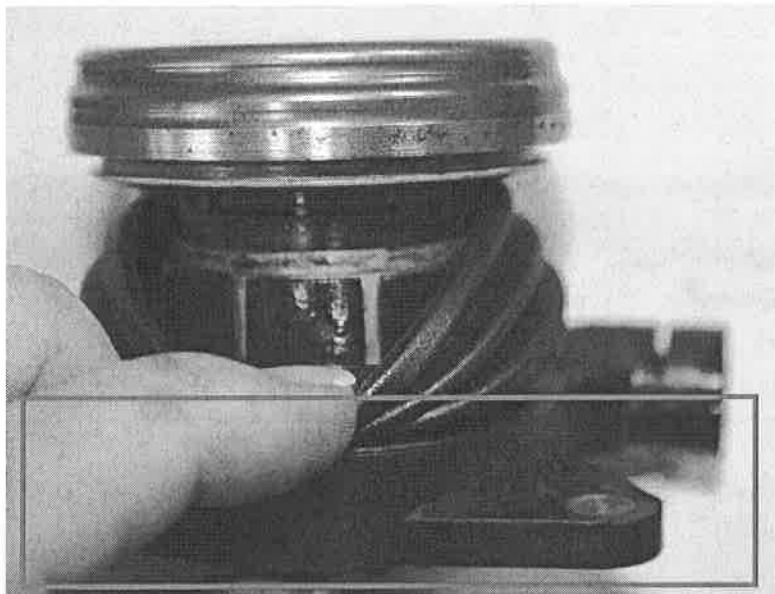
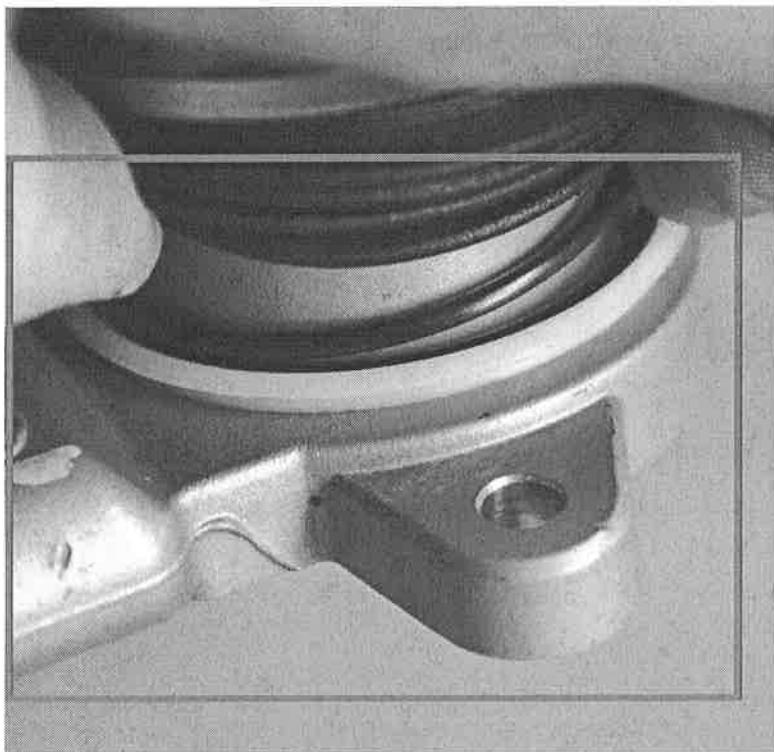


Figure 3 (Hyundai Clutch Slave Cylinder with integrated aluminum base and body.)



28. The CSC's unintended lateral motion results in uneven force being applied to the CSC's piston as the driver depresses the clutch pedal. Alignment of the piston within the bore of the CSC is critical to achieve smooth consistent motion of the clutch assembly. This is particularly important when the clutch pedal is being released and first gear is engaging during acceleration from a stop. In the Class Vehicles, the contaminated fluid causes swelling of the CSC piston seal and misalignment of the piston, which in turn causes the piston to "cock" in the bore and impede its movement. As a result, when the driver tries to engage the gear into which the driver shifted by lifting his or her foot from the clutch pedal, the CSC's piston catches and fails to retract at some point along its travel. When this happens, the clutch is only partially engaged and components slip against each other. The resulting friction generates extreme heat that causes their premature failure.

29. As part of my assignment, in addition to examining the FCA-designed CSC equipped in the Plaintiffs' Vehicles, I compared it to two other Clutch Slave Cylinders manufactured by Valeo to *Hyundai* specifications for use in Hyundai vehicles.² I also inspected and tested a Clutch Slave Cylinder manufactured by Ford, which was also a solid cast aluminum cylinder.³

30. I also examined a failed FCA CSC from the same MY 2013 Class Vehicle⁴ shown in Figure 1. This vehicle is equipped with the same Clutch System and had suffered a "pedal stuck on the floor" failure. This CSC, as well as the new exemplar FCA CSC, exhibited more lateral movement of the release bearing relative to the base than did any of the competing Ford and Hyundai exemplars. This lateral movement is attributable to the less stable construction of the FCA CSC compared to the competing Slave Cylinder bodies.

31. Examination of the failed CSC revealed that the input shaft, which travels through a hole in the center of the CSC's piston, had come into contact with the piston's inner surface.

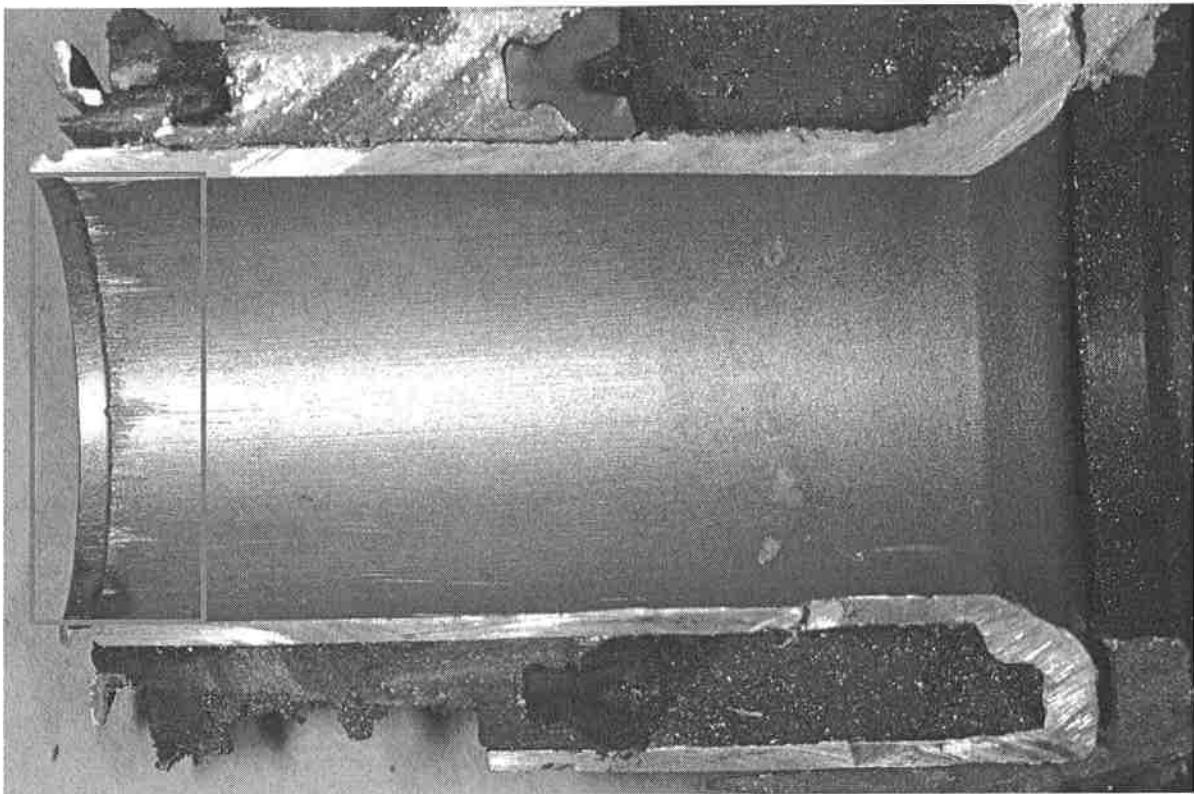
² Hyundai Part Number 41421-24350, equipped in the 2006-2013 Hyundai Tucson; and Hyundai Part Number 41421-24350, equipped in the 2010-2015 Hyundai Genesis Coupe.

³ Ford Part Number 6L2Z7A564A, equipped in the 1992 Ford Ranger 3.0 Liter.

⁴ The vehicle's Vehicle Identification Number is 1C3CDFCA3DD297287.

The input shaft is *not* intended to ever make contact with the piston's inner surface. An image of the sectioned piston was taken while I inspected the failed CSC, showing the contact marks from the input shaft. (*See Figure 4 below*).

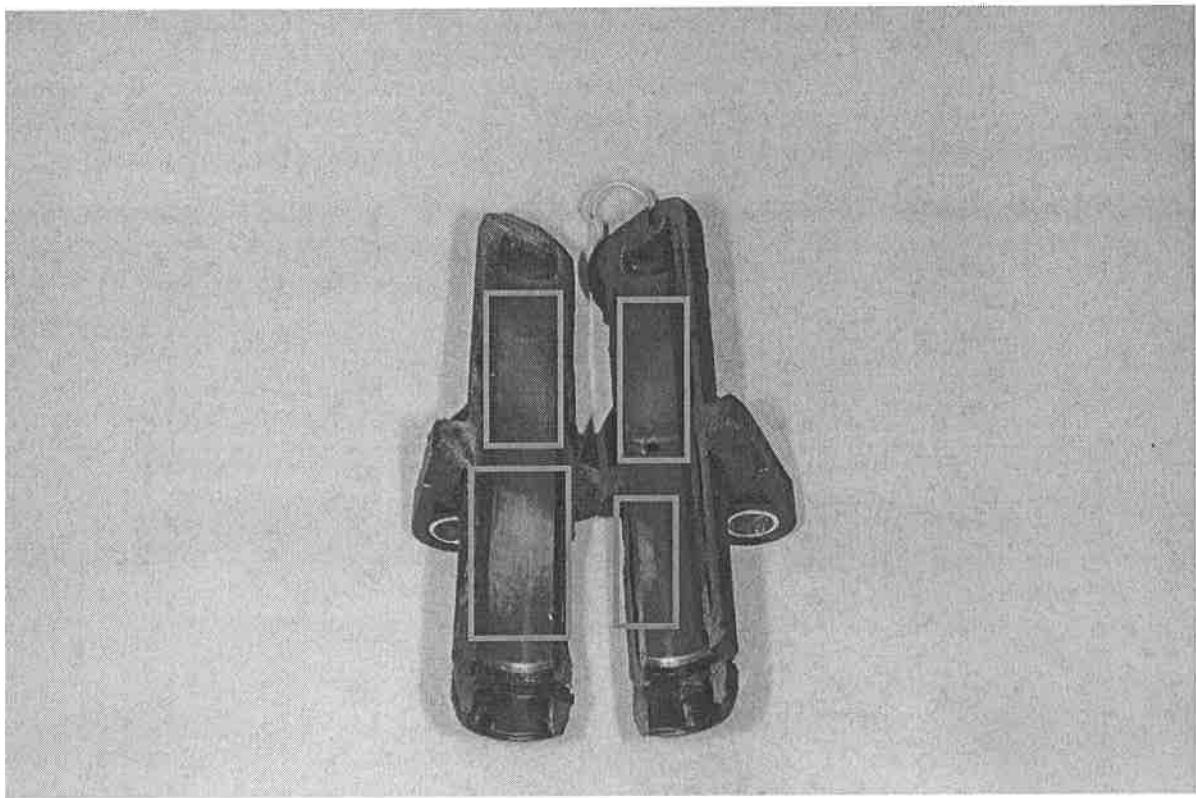
Figure 4. A failed FCA CSC showing striations on the inner surface of the piston at the left side of the photograph.



OTHER CLUTCH SYSTEM DAMAGE

32. I also examined a failed FCA CMC from the same MY 2013 Class Vehicle, which had been installed in August 2015. It showed signs of wear on the inner bore surface where the fibers and seals swollen from exposure to plasticizer had abraded it. Figure 5 shows a section view of the abraded inner bore surface of the FCA CMC.

Figure 5. A failed FCA Clutch Master Cylinder showing wear on the inner surface of the cylinder bore.



33. In my examination of the same MY 2103 Class Vehicle, I also found burn marks on the clutch disk and pressure plate. The burned clutch parts further demonstrate that the CSC piston can fail to retract completely when the driver lifts his foot from the clutch pedal. This failure causes the clutch parts to slip against each other, resulting in friction that generates extreme heat in the clutch assembly. The heat, in turn, burns and warps the clutch disk, the pressure plate, and the flywheel, causing their premature failure.

34. The burn marks I observed were on the same parts that the dealership found to be burned in Mr. Victorino's car at 34,351 miles, and the same parts replaced in Mr. Tavitian's car at 60,731 miles. All were due to a failure of the CSC piston to retract fully or to retract smoothly as the clutch pedal is released.

35. In reviewing FCA's documents, I observed many Class Members' complaints stating

the clutch pedal in their vehicles had become “stuck to the floor,” and similar language consistent with Plaintiffs’ complaints.

36. As discussed, when the driver lifts his foot from the clutch pedal after shifting, the piston inside the CSC bore must be aligned in order for the clutch assembly to smoothly and consistently engage the gears. This alignment is particularly critical when the driver shifts into first gear to accelerate from a stop.

PLAINTIFFS’ EXPERIENCES ARE CONSISTENT WITH A MALFUNCTIONING CSC

37. Both Plaintiffs testified that they experienced symptoms consistent with the CSC’s piston catching in the bore as a result of seals swollen by leached plasticizer or fibrous debris from the degraded Reservoir Hose, as explained below.

Plaintiff Victorino

38. Mr. Victorino testified that his vehicle stalled nearly every day, with the clutch behaving as if he had released the pedal too fast, even though he had not done so. (Victorino Dep. at 91:4-21.) This symptom is consistent with a malfunctioning CSC—as the driver slowly lifts the clutch pedal to engage the correct gear, the CSC’s piston catches, and then releases, causing the gear to engage abruptly. This makes the clutch behave *as if* the clutch pedal had been released too quickly, even where it was not. As Mr. Victorino described it, “I have only experienced it in this vehicle where you start to, you know, remove your foot from the clutch and it—I don’t know if it just would go into gear abnormally or not... And since the car wasn’t ready, it would just stall out...it was almost as if I removed the clutch too quickly.” (*Id.* at 10:4-21.) The fact that these symptoms resolved after the CSC was replaced in Mr. Victorino’s vehicle (as discussed below) indicates that 1) the stalling was not due to driver error, and 2) the stalling stemmed from a problem in the CSC.

39. On January 13, 2016, Mr. Victorino brought his vehicle to San Diego Dodge complaining, as recorded on his repair orders, that his “vehicle has a large delay while shifting into gear” and “does not accelerate when in gear.” These are also symptoms of a

malfunctioning CSC—the “delay” before the gears engage is caused by the failure of the CSC’s piston to move without obstruction.

40. San Diego Dodge verified Mr. Victorino’s complaint and replaced his CSC to correct the problem. They also replaced the entire clutch assembly (clutch disk, pressure plate, and flywheel), which suffered overheating damage as a result of the CSC malfunction. After the dealership replaced the CSC, Mr. Victorino’s clutch symptoms were greatly reduced for several months, indicating that the malfunctioning CSC had been the cause, and not the result of either normal wear and tear or driver error.

41. Since the January 2016 repair, Mr. Victorino’s clutch pedal felt soft and sometimes just dropped to the floor. In May 2017, the clutch pedal dropped and then became stuck in the half way position. He pressed the pedal and it still would not come back up. He had to pop it up with his feet. In September 2017, the clutch pedal stuck to the floor again. These symptoms confirm that the reservoir hose continued to leach plasticizer and shed debris and caused the replaced CSC to fail.

Plaintiff Tavitian

42. Mr. Tavitian testified that he noticed variations in his clutch pedal’s pressure and responsiveness within six months of purchase. (Tavitian Dep. at 103:11-14.) He stated that the clutch felt “weird,” explaining further that “every once in a while when I put my foot on the clutch it would either feel like it was a heavy clutch or when I took my foot off it would take a second to catch up, like hit my foot on the way up kind of thing.” (*Id.* at 103:6-10.)

43. The inconsistent force required to extend the CSC’s piston and disengage the clutch assembly is consistent with the piston being prevented from traveling smoothly in either direction.

44. The clutch’s behavior affected Mr. Tavitian’s driving “[t]o the extent that [he] wasn’t able to know exactly where the clutch was going to bite and therefore was more tentative in [his] driving... [and] just was very careful with it.” (*Id.* at 103:19-24.) He testified that “[the clutch] still does it every once in a while now even after it’s been repaired. It’s just something

with the master cylinder that is weird." (*Id.* at 105:2-5.) As he explained, "somehow there was, you know, a delay in the pedal. It's not proper operation of the Dodge Dart clutch pedal as far as I'm aware for it to do that." (*Id.* at 106:13-17.) These symptoms are also consistent with a malfunctioning CSC where the piston is catching while retracting as the driver releases the clutch pedal.

45. Mr. Tavitian testified, "when I took my foot off [the clutch pedal] it would take a second to catch up, like hit my foot on the way up kind of thing," (*Id.* at 103:8-10), and "there was, you know, a delay in the pedal" (*Id.* at 106:15.) Swollen seals cause the CSC's piston to "cock" in the bore as the driver releases the clutch pedal. This malfunction causes the clutch pedal to stick to the floor or to get caught in an intermediate position as the clutch pedal is released. When the CSC's piston catches and then releases, the clutch pedal can, in turn, suddenly release, causing variations in clutch pedal pressure as Mr. Tavitian described in his testimony above. Swollen seals are also indicative of contamination in the hydraulic system.

46. Also as part of my assignment, I reviewed the Failure Analysis timeline that FCA's vendor, Valeo, performed on the CMC and Reservoir Hose. I also reviewed the ECOs (Engineering Change Orders) that resulted in FCA changing its vendor for manufacturing of the CMC. The Valeo Failure Analysis was performed in 2013, and the ECO changing vendors for the CMC was dated March of 2017. This chronology is consistent with customers, including Mr. Tavitian, having continued symptoms after replacement of the CMC. Mr. Tavitian's CMC was replaced at 42,101 miles. The replacement CMC was leaking and causing shifting problems by 54,419 miles. In addition, at 62,000 miles, when Mr. Tavitian complained about adverse clutch symptoms, the replacement hose had failed and detached from the CMC. At 61,296 miles, the Reservoir Hose had been replaced.

OPINIONS AND CONCLUSIONS

- 1) The Clutch System is the same or substantially similar in all of the Class Vehicles. The defect Plaintiffs allege is inherent in the Clutch System and was present at the time that Plaintiffs purchased their Class Vehicles.
- 2) As the plasticizer leaches from the Reservoir Hose, the hose degrades and reinforcing fibers are released into the hydraulic fluid, which circulates throughout the Clutch System. Clutch System failures in the Class Vehicles are caused by this contamination of the hydraulic fluid by both plasticizer and debris.
- 3) The leached plasticizer causes swelling of rubber components throughout the Clutch System, including the seals. The swollen seals cause the pistons in the CMC and the CSC to move unevenly and “cock.” This malfunction causes the clutch pedal to become stuck on the floor, in an intermediate position, or to require unpredictable amounts of force to disengage the Clutch Assembly.
- 4) The swollen seals and foreign debris (the above-mentioned fibers) also cause premature wear and failure of the Clutch System components by interfering with the movement of the pistons, which can lead to slippage, overheating, and failure of the clutch disk, pressure plate, and flywheel (the clutch assembly).
- 5) FCA’s X62 Repair, which focused exclusively on the CMC and the Reservoir Hose, is inadequate to remedy to the malfunction. The plasticizer that leached into the hydraulic fluid and the debris released from the degrading Reservoir Hose will leave remnant material that will eventually cause damage to the CSC seal and require replacement of the CSC. Therefore, the clutch system malfunction, including clutch stroke anomalies, are likely to occur at some point in time in all of the Class Vehicles.

- 6) The procedure recommended by FCA's X62 repair can be updated to resolve the Clutch System malfunction.

Signature



Michael D. Stapleford, P.E.

EXHIBIT A

EX EE, PG. 278

Testimony of Michael Stapleford, P.E. as of October 3, 2017

DEPOSITIONS					
Lab No.	Date	Case Name	Venue	Attorney	
030910	1/26/2004	Wiggins, et al. vs. Foot Locker	02CC16388	Orange County	Levitt & Leichenger
040095	3/3/2004	Garcia vs. Home Depot	TC016971	Los Angeles County	Sidney Mendlovitz
040625	9/23/2004	Brown vs. The Village at Orange	04CC04804	Orange County	Ludwig Law Center
040544	11/8/2004	Mendoza vs. Munoz	GC032312	Los Angeles Northeast Dist.	Richardson, Bambriek, et al
040951	1/21/2005	Quero vs. Pateldba, 99 Cent Stores	RIC387145	Riverside County	Law Office of Christain Wilbert
050068	3/14/2005	Williams vs. Nunez, et al	04CC04219	Orange County - Central	Zurawski & Chase
050238	5/25/2005	O'Keefe vs. Rech, et al	04CC06549	Orange County - Central	Maguire & Associates
050151	8/4/2005	Guevara vs. Glendale Mitsubishi	BC315607	Los Angeles County	Brennan, Wiener & Simons
050494	1/20/2006	Glenn-Thomas vs. Wageman	PC035982	Los Angeles County - Chatsworth	Ford, Walker, Haggerty & Behar
060018	6/9/2006	Nguyen vs Ford	04CC10608	Orange County	Egerman & Brown
050320	11/15/2006	Michael Investments vs. Glidden	3:06-CV-223	United States District Court, Alaska	Tindall, Bennett & Shoup
060491	11/17/2006	Carrasco vs. Kellermeyer Bldg Svcs	BC339409	Los Angeles County	Wood, Smith Henning & Berman
060925	11/20/2006	Abreu vs. City of Long Beach	NC037463	Los Angeles County-South	Law Office of Christain Wilbert
060799	1/31/2007	Winters vs. Victor's Liquor	BC348459	Los Angeles County	Robert Luty, Atty at Law
070224	7/16/2007	Nazaryan vs. 21st Century Ins.	LC074747	Los Angeles County	Demler Armstrong & Rowland
050738	8/8/2007	Stepantsov vs. Wright	PC035895	Los Angeles County	Early Maslach & Van Dueck
050508	11/6/2007	Murphy vs. ABA, et al	C-2006 1300	Firma County AZ	Block & Grynkewich
050526	11/13/2007	Carney vs. Madeo	256861-SPC	Los Angeles County	Lewis Marenstein Wicke Sherwin
070887	11/29/2007	White vs. Chevron Texaco	Kern County CA	Clifford & Brown	
070944	11/30/2007	Yermolovich vs. Carlo Inc.	LC076031	Los Angeles County	Ropers Majeski Kohn & Bentley
071032	5/8/2008	Badillo vs. El Dorado Car Wash	NC041891	Los Angeles County	Halas, Muhar, Parish & Arnett
060067	6/17/2008	Most vs Kaiser Permanente	VC049209	Los Angeles County-Norwalk	Ford, Walker, Haggerty & Behar
070511	7/23/2008	Marmor vs. Taylor, Johnston, et al	37-2007-0053214	San Diego County-North	Daley & Heft
070039	8/4/2008	Jensen vs. Toyota of Carlsbad	GIN 056788	San Diego County-North	Charmasson, Buchaca & Leach
080814	11/6/2008	Gonzales vs. Sonic Auto	TC021541	Los Angeles County -South Central	Kolar and Associates
080689	11/12/2008	Kaner vs. Choice Hotels Int.	SC095935	Los Angeles County	Law Office of David Belofsky
071176	11/25/2008	Antonelli vs. Mini of Mountain View	107CV082503	Santa Clara County	Kolar and Associates
060852	12/10/2008	Roy vs Mackenzie Group	SC096050	Los Angeles County	Mark Weiner & Associates
080626	1/15/2009	Baldenegro vs. M-B of South bay	YC056500	Los Angeles County	Kolar and Associates
080836	1/23/2009	Moore vs. Maher	INC 059503	Riverside County	Middlebrook Kaiser Popkas, et al
080623	2/19/2009	Rivera vs. Rydell Automotive Group	PC040342	Los Angeles County	Thon Beck & Vanni
090522	6/25/2009	Sandoval vs. Nogle	VC051058	Los Angeles County-South East	Michael Maguire and Associates
090385	7/6/2009	Baquerizo vs. AMC Theaters	30-2008-00108594	Orange County	Law Office of Christian Wilbert
095004	8/12/2009	Williamson vs. BMW of Fremont	RG07358760	Alameda County	Kolar and Associates
DEPOSITIONS (continued)				Venue	Attorney
Lab No.	Date	Case Name			

Testimony of Michael Stapleford, P.E. as of October 3, 2017

Lab No.	Date	Case Name	Venue	Attorney
155066	10/29/2015	Aparicio vs. Mercado Guadalupe	56-2015-00462648	Law Offices of Craig Holtz
DEPOSITIONS (continued)				
090575	9/28/2009	Perez vs. Superior Super Warehouse	TC022342	Los Angeles County -South Central
090290	9/30/2009	Hailey vs Land Rover Encino	BC399117	Los Angeles County
090691	10/1/2009	Lake vs Schimmick	30-2008-00109104	Orange County - Central
090706	10/14/2009	Gribbin vs Live Nation, Verizon Amp.	30-2008-001106079	Orange County - Central
105004	3/2/2010	Goodlin vs. Power Valencia Chrysler	PC046542	Los Angeles County-North Valley
061047	4/29/2010	Thomas vs. Isaacs	SC092843	Los Angeles County
105002	10/8/2010	Gheimer vs. Galpin Ford	BC418519	Los Angeles County
105013	10/18/2010	Vasquez vs. Ford of Dublin	C09-01537	Contra Costa County
100861	10/20/2010	Slavin vs. City of Long Beach	NC053702	Los Angeles County
095020	1/14/2011	Zikri vs. House of Imports	30-2009-00122495	Orange County - Central
115037	4/27/2011	Shamamyan vs. BMW	BC438423	Los Angeles County
115036	10/25/2011	Dichosa vs. House of Imports	30-2010-00411717	Orange County - Central
115104	12/13/2011	Sumrall vs. Winco Foods	RIC504899	Riverside County
115051	4/24/2012	Todorovich vs. Paula Krieger Enterprise	30-2011-00453401	Orange County - Central
115060	5/2/2012	Travarez vs. CBSS	30-2010-00427315	Orange County - Central
125051	7/18/2012	Hall vs. Forest River et al	RIC10012526	Riverside County
125113	1/17/2013	Tornatore vs Kraber	37-2012-00092232	San Diego County-Central
115116	1/18/2013	Kahl vs. Galpin Ford	BC467376	Los Angeles County
115048	4/25/2013	Callaway vs. Skyjack	A-09-602229	Clark County, NV
125112	5/10/2013	Mendelson vs. Galpin Ford	BC490994	Los Angeles County
135040	6/18/2013	Williams vs. Winco Foods	MC023526	Los Angeles County
135016	8/22/2013	Karen Mordhurst vs. Whisky-a-Go Go	SC118785	Los Angeles County
135049	9/17/2013	Olszansky vs. Arcadia Adult Health Care	BC484439	Los Angeles County
135112	1/15/2014	Castillo vs. Ghardash Enterprises	BC500557	Los Angeles County
135076	3/3/2014	Avedesian vs. MBUSA	CV120936-DMG-CW	United States District Court, CA Central
135093	4/4/2014	Young vs. MBUSA	PC 20130213	El Dorado County
135103	4/9/2014	Charbonneau vs. Sardarianpour	CIV/V/S1205164	San Bernardino County
145019	4/24/2014	Johnson vs. Winco Foods	CVCS 10-1504	Sutter County
135070	7/21/2014	Smith vs. Skyjack	A-12-658557-C	Clark County, NV
135070	8/15/2014	Smith vs. Skyjack	A-12-658557-C	Clark County, NV
135080	8/21/2014	Fry vs. Larry Miller, DCH Toyota	EC059275	Los Angeles County
145045	9/17/2014	Mitchell vs. Koo	BC504989	Los Angeles County - Central
145061	11/7/2014	Main vs. Ganuelas	BC503941	Los Angeles County - Central
145040	6/3/2015	Montano vs. Casa Moreno	BC531120	Los Angeles County - Central

Testimony of Michael Stapleford, P.E. as of October 3, 2017

TRIALS					
Lab No.	Date	Case Name	Case No.	Venue	Judge Name
N/A	5/5/2003	Chan vs. Serramonte	SCN-104981	San Mateo County	
N/A	x/x/03	Chan vs. Serramonte (Appeal)	SCN-104981	San Mateo County	
031148	3/10/2004	People vs. Paz	3CR12038	Los Angeles County	
040507	7/20 & 7/21/04	People vs. Rodriguez	4MT02139	Los Angeles County	Charles G. Rubin
040658	10/6/2005	People vs. Hodge	YA054615	Los Angeles County	John Mason
040625	11/10/2005	Brown vs. The Village at Orange	04CC044804	Orange County - Central Justice Center	Derek G. Johnson
050547	9/28/2005	People vs. Gregozo	YA060691	Los Angeles County	Eric C. Taylor
050372	7/20/2005	Railia vs. Huxley	BC310773	Los Angeles County	
050505	7/28/2006	De La Cruz vs. Berrio	LC070861	Los Angeles County	
060018	7/20, 7/21, 8/4/06	Nguyen vs. Ford	04CC10608	Orange County - Central Justice Center	Michael Brennan
070944	2/25/2008	Yermolovich vs. Carlo Inc.	LC076031	Los Angeles County	Michael Alder
080814	11/20/2008	Gonzales vs. Sonic Auto	TC021541	Los Angeles County -South Central	Josh Fitzgerald
071176	11/25/2008	Antonelli vs. Mini of Mountain View	107CV082503	Santa Clara County	Joseph Huber
095004	9/14/2009	Williamson vs. BMW of Fremont	RG07358760	Alameda County	David Hunter
105004	9/30/2010	Goodlin vs. Power Valencia Chrysler	PC046542	Los Angeles County-North Valley	Melvin Sandvig
100861	10/20/2010	Slavin vs. City of Long Beach	NC053702	Los Angeles County	Joseph E. Diloreto
115023	8/9/2011	Rabadi vs. Triple A Gas	30-2009-00122777	Orange County	Jamoa Mobery
TRIALS (continued)					
Lab No.	Date	Case Name	Case No.	Venue	Judge Name
115087	4/13/2012	Britini Rohrer vs. C.A.R. Enterprises	KC060094	Los Angeles County - East District	Salvatore Sirna
125113	2/7/2013	Tornatore vs Kramer	37-2012-00092232	San Diego County-Central	Ronald Styn

Testimony of Michael Stapleford, P.E. as of October 3, 2017

135049	9/26/2013	Olshtansky vs. Arcadia Adult Health Care	BC484439	Los Angeles County	Frederick Shaller
135016	10/4/2013	Karen Mardhurst vs. Whisky-a-Go Go	SC118785	Los Angeles County	Elizabeth Lippitt
125106	3/10/2014	People vs. Rene Rosas	F470906	San Luis Obispo County	John Trice
145019	5/6/2014	Johnson vs. Winco Foods	CVCS10-1504	Sutter County	Percy Parker
145061	12/10/2014	Marin vs. Ganuelas	BC503941	Los Angeles County - Pasadena	Jan Pluim
145045	1/20/2015	Mitchell vs. Koo	BC504989	Los Angeles County - Central	
145082	3/23/2016	Solomon vs. The Bagel Factory	BC544896	Los Angeles County - West - Santa Monica	Gerald Rosenberg
165061	3/2/2017	Haarmaan vs. G & K	BC551684	Los Angeles County - West - Santa Monica	H Chester Horn
175063	8/1/2017	Jimenez McWilliams vs. Toyota	BC597513	Los Angeles County	Robert Hess

ARBITRATIONS

Lab No.	Date	Case Name	Case No.	Venue	Attorney
040213	5/26/2004	Tillman vs. Exchange	G2889513	Los Angeles County	Gilbert, Kelly, Crowley & Jennett
040494	7/1/2004	Modjaz vs. Exchange		Orange County	Gilbert, Kelly, Crowley & Jennett
050557	4/21/2006	Tatian vs. MacArthur		Los Angeles County	Early, Mastach & Van Dueck
060745	9/25/2006	Llamas vs. Farmers Insurance		Los Angeles County	Early, Mastach & Van Dueck
070067	7/9/2008	Most vs. Kaiser Permanente	VC049209	Los Angeles County-Narwalk	Ford, Walker, Haggerty & Behar
071032	11/11/2008	Badillo vs. El Dorado Car Wash		Los Angeles County	Halas, Muhar, Parish & Arnett
125112	1/17/2014	Mendelson vs. Galpin Auto Sports		Los Angeles County	Kolar and Associates
145068	10/30/2014	Coffey vs. Deluxe Auto Dealer		Orange County	Chery Thomas
165044	8/19/2016	Garcia vs. Deluxe Auto Dealer		Orange County	Madison Harbor ALC
165001	3/13/2017	Pane vs. Pane	BC544968	Los Angeles County	Law Offices of Craig Holtz
175078	7/20/2017	Ramblaz vs. SC Auto		Los Angeles County	Madison Harbor ALC
175055	8/21/2017	Hagen vs. SC Auto		Los Angeles County	Madison Harbor ALC

EXHIBIT B

EX EE, PG. 283

JCB FORENSIC ENGINEERING CONSULTANTS INC.**MICHAEL STAPLEFORD P.E.*****TECHNICAL AREAS OF SPECIALIZATION:***

- Accident Reconstruction
- Commercial Vehicle Mechanical System Inspection
- Construction and Industrial Accident Investigation
- Mechanical Failure Analysis
- Collision Repair Inspection
- Automotive Fraud Detection
- Vehicle Systems Analysis
- Safety, Building Code and Standard Compliance Analysis
- Slip/Trip and Fall Analysis

EDUCATION:

Bachelor of Science in Mechanical Engineering
Cal Poly, San Luis Obispo (1986)

Additional Training and Certifications:

Inter-Industry Conference on Auto Collision Repair (ICAR) Certified,
Automotive Collision Repair 2000 (2002)

National Institute for Automotive Service Excellence (ASE) Certification:

- | | |
|----|---|
| A1 | Engine Repair |
| A2 | Automatic Transmission/Transaxle |
| A4 | Suspension & Steering |
| A5 | Automotive Braking Systems |
| A7 | Heating and Air Conditioning (expired) |
| A8 | Engine Performance (expired) |
| B2 | Painting and Refinishing (expired) |
| B3 | Non- Structural Analysis and Repair |
| B4 | Structural Analysis and Repair |
| B5 | Mechanical and Electrical Components |
| T2 | Medium/Heavy Truck Diesel Engine Repair |
| T4 | Medium/Heavy Truck Braking Systems |

Diesel Engine Diagnosis and Repair, Automotive Training Authority

Vehicle Analysis for Automotive Repair Fraud, UC Riverside

Commercial Vehicle Accident Investigation Certificate, UC Riverside

6947 Coal Creek Parkway SE #427 Newcastle WA 98059

562-760-5189

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JCB FORENSIC ENGINEERING CONSULTANTS INC.

Michael Stapleford
Page 2

Additional Training and Certifications (cont.):

Motor Vehicle Accident Reconstruction, SAE Professional Development Program

PC Crash – Computer Crash Simulation

Crash Data Retrieval Certificate, Collision Safety Institute

Human Factors/Biomechanics of Automobile Collisions Certificate, UC Riverside

Certified Operator, XL Variable Incidence Tribometer

(Recertified by the Manufacturer December 11, 2013)

Testing and research at the Biomechanical Laboratory at USC - 2007, 2010

Certified forklift operator, Ives Training Group - 2003

PROFESSIONAL REGISTRATION:

Registered Professional Engineer, California Number M32051

Registered Professional Engineer, Washington Number 48001

PROFESSIONAL EXPERIENCE:

President, JCB Forensic Engineering Consultants Inc. (November 2010 to present). Automotive accident reconstruction, commercial vehicle accident reconstruction – airbrake, powertrain and securing device inspection, automotive mechanical systems failure analysis, collision repair inspection, vehicular theft and damage fraud detection, construction accident reconstruction and equipment inspection, design of repairs and modifications for public transport vehicles by statute authority in California, slip/trip and fall analysis, illumination testing, building code compliance, product safety analysis.

Adjunct Instructor, El Camino Community College. (2007 to 2010). Instructor of Automotive Collision and Repair Fraud and Auto Collision Repair / Painting.

Staff Engineer, Vollmer-Gray Engineering Laboratories, Inc. (September 2003 to November 2010). Accident reconstruction, commercial vehicle accident reconstruction – airbrake, powertrain and securing device inspection, collision repair inspection, automotive fraud detection, vehicle inspection and systems analysis, industrial equipment accidents, construction accidents, slip/trip and fall analysis, illumination testing, building code compliance, product safety analysis.

Owner, O.I.R. Engineering (February 2003 to September 2003). Failure analysis of automobiles, trucks, mechanical equipment and heavy machinery, inspection of auto body, truck body and mechanical repairs for conformance to manufacturer and industry standards, design and construction of prototype products and high precision tooling and test fixtures.

JCB FORENSIC ENGINEERING CONSULTANTS INC.

Michael Stapleford
Page 3

Principal Mechanical Engineer, Novera Optics (October 2000 to January 2003). Designed and constructed assembly tooling, fiberoptic equipment, environmental packaging, managed machine shop, engineers and technicians.

Mechanical Engineer, DiCon Fiberoptics (August 1999 to October 2000). Designed fiberoptic equipment environmental packaging, designed and built experimental fixtures.

Operations Manager, Victoria Mournean Designs. (September 1996 to August 1999). Outfitted new building for expansion of office, warehouse and shipping departments, set up inventory and invoice database, managed daily operations.

Mechanical Engineer, Boeing Commercial Airplane (January 1996 to September 1996). 747 and 767 Sustaining Engineering; Drawing Configuration and Control Project.

Operations Engineer, Victoria Mournean Designs (May 1993 to December 1995). Modified and built special purpose textile processing machines.

Mechanical Engineer, Boeing Commercial Airplane (March 1991 to March 1993). Designed high precision cargo locks and guides for Boeing 777-200.

Mechanical Engineer, Automobil Technik und Design, Munich, Germany (January 1990 to March 1990). Designed prototype rear suspension support structure for the E36 BMW 3 Series coupe.

Automotive Engineer, Automotive Collision Consultants (June 1990 to present). Vehicle fraud inspections, inspection of vehicle body and mechanical repairs for conformance to standards, vehicle component failure analysis.

Mechanical Engineer, McDonnell Douglas (January 1987 to November 1989). Designed components for the C-17.

Heavy Equipment Mechanic (September 1983 to November 1986). Repaired utility trucks, road building and farming equipment at locations around San Luis Obispo County.

PROFESSIONAL AFFILIATIONS:

Society of Automotive Engineers (SAE)

National Fire Protection Association (NFPA)

Washington Association of Technical Accident Investigators (WATAI)

American Society for Testing Materials (ASTM)

International Association of Auto Theft Investigators (IAATI)(2003-2015)

El Camino College ACR/P Advisory Committee (2007-2010)

EXHIBIT C

EX EE, PG. 287

JCB FORENSIC ENGINEERING CONSULTANTS INC.

MICHAEL STAPLEFORD P.E.

Hourly Rates:

* Document / Photograph Review, Consultation, Research, Written Analysis Reports, On Site Inspections, Travel.....	<u>\$275.00</u>
* Depositions, Arbitrations, Court Appearance / Testimony	<u>\$350.00</u>

All services are rendered portal to portal from Huntington Beach, California.

Costs related to extended travel time may be negotiated.

Hourly Rates do not include expenses.

Compensation for services performed will not be contingent upon the necessity of client to receive payment from other parties.

562-760-5189

EX EE, PG. 288

EXHIBIT D

EX EE, PG. 289

SUBJECT:

Clutch Pedal Operation X62 Extended Warranty

OVERVIEW:

This bulletin involves the replacement of the hydraulic clutch master cylinder, hydraulic clutch slave cylinder and reservoir hose.

hose.

MODELS:

2013 - **2015** (PF) Dodge Dart

2014 - 2015 (KL) Jeep Cherokee

NOTE: This bulletin applies to vehicles within the following markets/countries:

NAFTA, EMEA and APAC.

NOTE: This bulletin applies to PF vehicles built on or before November 12, 2014 (MDH 1112XX) equipped with a 6-Speed C635 Manual Transmission (Sales Code DE1).

NOTE: This bulletin applies to KL vehicles built on or before November 06, 2014 (MDH 1106XX) equipped with a 2.0L I4 Turbo Diesel Engine (Sales Code EBT) and a 6-Speed C635 Manual Transmission (Sales Code DE1).

SYMPTOM/CONDITION:

Some customers may experience a reduction in clutch pedal stroke.

DIAGNOSIS:

If the customer describes the symptom/condition, perform the Repair Procedure.

PARTS REQUIRED:

Qty. Part No. Description

- 1 52104854AB Hydraulic Clutch Master Cylinder (PF)
- 1 6816 6658 AA - 001 Hydraulic Clutch Slave Cylinder (PF)
- 1 52104850AC Hydraulic Clutch Reservoir Hose (PF)
- 1 52104854AB LHD Hydraulic Clutch Master Cylinder (KL)
- 1 XXXXXXXXX Hydraulic Clutch Slave Cylinder (KL)
- 1 52104868AC LHD Hydraulic Clutch Reservoir Hose (KL)
- 1 52104858AB RHD Hydraulic Clutch Master Cylinder (KL)
- 1 XXXXXXXXX Hydraulic Clutch Slave Cylinder (KL)
- 1 52104869AC RHD Hydraulic Clutch Reservoir Hose (KL)
- 1 55366863AA RHD Hydraulic Clutch Reservoir Hose Clip (KL)
- 1 04318080AC Brake and Clutch Fluid DOT 3
- 1 04549625AD Brake and Clutch Fluid DOT 4

REPAIR PROCEDURE:

Refer to the following repair procedures:

- KL LHD — Repair Procedure A
- KL RHD — Repair Procedure B
- PF LHD — Repair Procedure C

Repair Procedure C

1. Disconnect the hydraulic clutch master cylinder rod (1) from the clutch pedal assembly.

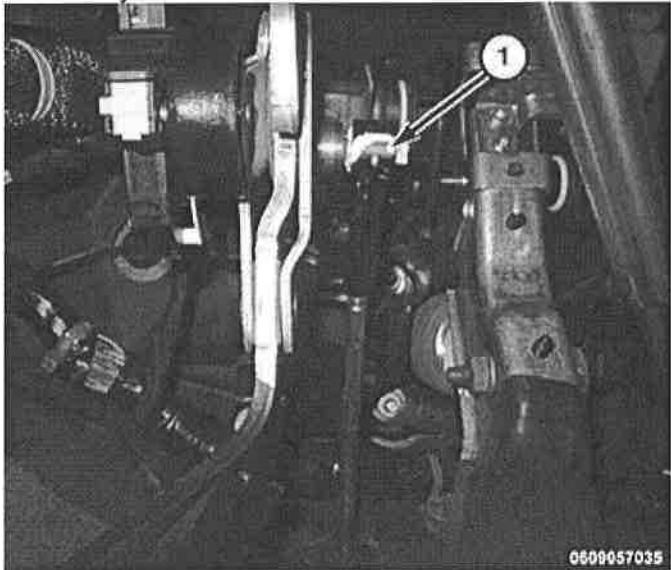


Fig. 6 Clutch Master Cylinder Rod

1 - Clutch Master Cylinder Rod

2. Raise and support the vehicle (Refer to 04 - Vehicle Quick Reference/Hoisting/Standard Procedure).

3. Remove the hydraulic clutch master cylinder reservoir supply hose from the hydraulic clutch master cylinder, remove hose from hold down clip and allow the brake fluid to drain into a container.

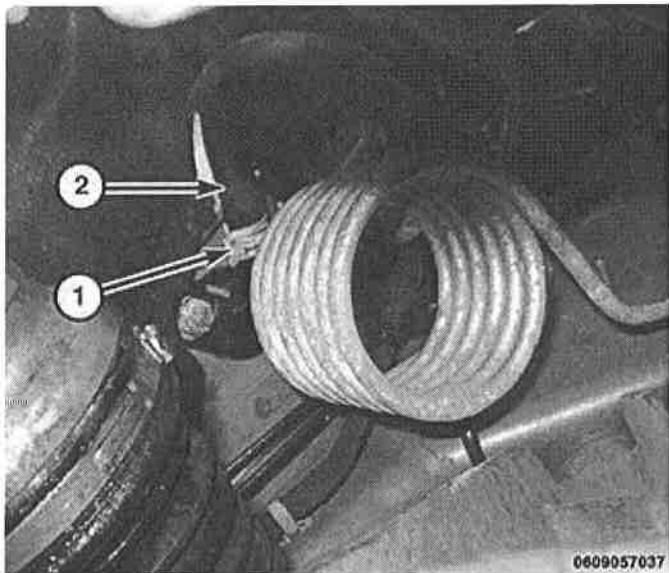


Fig. 7 Supply Hose And Clamp

- 1 - Supply Hose Clamp
- 2 - Supply Hose

4. Remove the high pressure line clip (1) and disconnect the high pressure line (2) from the hydraulic clutch master cylinder.

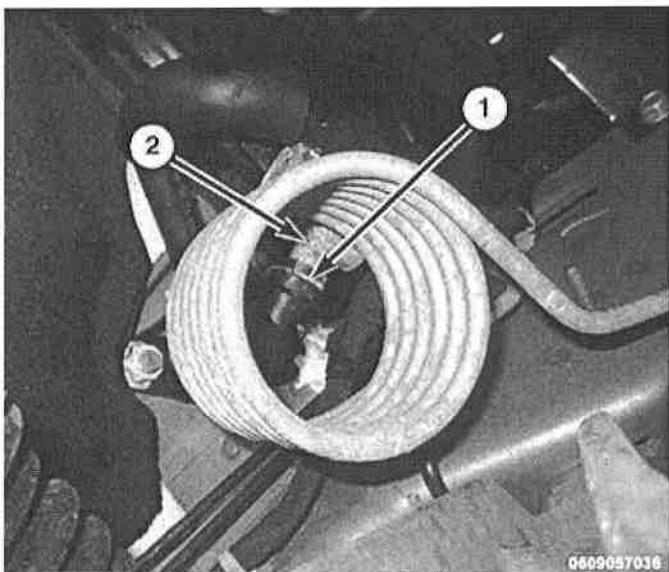


Fig. 8 Clutch Master Cylinder

- 1 - High Pressure Line Clip
- 2 - High Pressure Line

5. Remove the two hydraulic clutch master cylinder nuts (4).

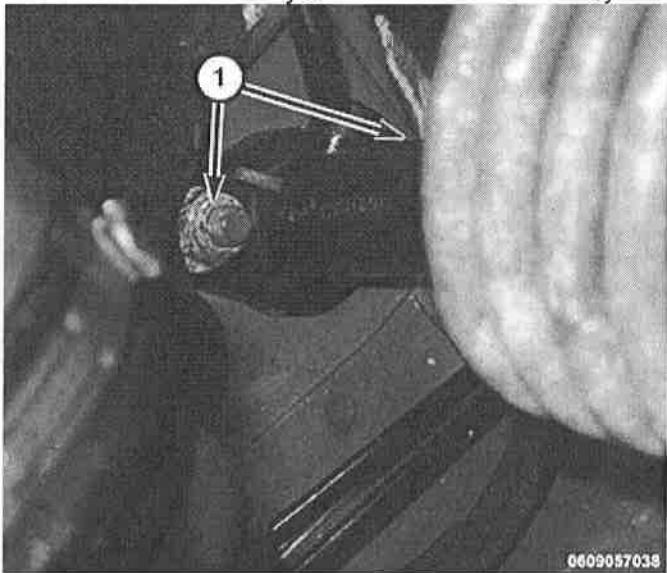


Fig. 9 Clutch Master Cylinder Nuts

1 - Clutch Master Cylinder Nuts

6. Remove the hydraulic clutch master cylinder from the vehicle and discard.
7. Remove the hydraulic clutch master cylinder reservoir supply hose from the clutch master cylinder reservoir and discard.
8. Remove clutch slave cylinder (refer to repair manual procedure XXXX)
9. Remove the brake master cylinder reservoir from the brake master cylinder. Flush it out with brake fluid. Make sure that it is completely dry. Reinstall the master brake cylinder reservoir onto the master brake cylinder.
10. Use brake cleaner to flush out the high pressure line (2) from the top, where it was disconnected from the clutch master cylinder. Collect brake cleaner in a container as it comes out of the bottom.
11. Install the new hydraulic clutch master cylinder in the vehicle.
12. Install the hydraulic clutch master cylinder nuts (4) and tighten to the proper (Torque Specifications) (Fig. 2).
13. Install the new hydraulic clutch master cylinder supply hose (3) and install the clamp (Fig. 2).
14. Install the new hydraulic clutch slave cylinder onto the transaxle.
15. Install the transaxle in the vehicle (refer to repair manual procedure XXX)

16. Connect the high pressure line to the new clutch slave cylinder.
17. Install the hydraulic clutch master cylinder high pressure line (2) and clip (1) (Fig. 2).
18. Remove the support and lower the vehicle.
19. Connect the hydraulic clutch master cylinder rod (1) to the clutch pedal assembly (Fig.1).
20. Bleed the hydraulic clutch circuit with a minimum of X ounces or DOT 4 Brake Fluid (Refer to 06 - Clutch - Standard Procedure).

POLICY:

Reimbursable within the provisions of the warranty.

NOTE: Vehicles included in this Service Bulletin have a 5 Year or 60,000 Mile (97,000 Kilometers) Warranty for this repair. See Warranty Bulletins: U.S. D-16-01, Canada SAB-2016-01, Mexico BG-02-16 or International ID-16-01 for details associated with the extended warranty.

TIME ALLOWANCE:

Labor Operation

No:

Description	Skill Category	Amount
-------------	----------------	--------

PF - LHD

Master Cylinder and

Reservoir Hose, Replace

(3 - Skilled)

3 - Driveline 0.6 Hrs

06-60-05-92

PF - LHD

Clutch Hydraulic Line, Clean

(3 - Skilled)

3 - Driveline 0.2 Hrs

06-60-05-92

PF-LHD

Slave Cylinder, Replace

(Includes Transaxle Remove/Re-install and Belly Pan Remove and Re-install)

(3 – Skilled)

3 – Driveline 6.6 Hrs

06-60-05-92

FAILURE CODE:

ZZ Service Action

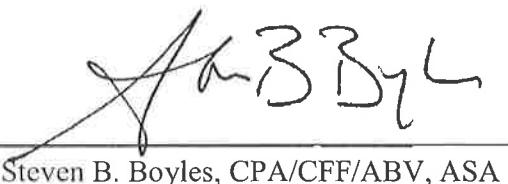
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

CARLOS VICTORINO and ADAM TAVITIAN, individually, and on behalf of a class of similarly situated individuals,) Civil Action No.: 3:16-cv-01617-GPC-JLB
Plaintiff,)
v.) EXPERT REPORT OF
FCA US LLC, a Delaware limited liability company,) STEVEN B. BOYLES
Defendants.)

)

CONFIDENTIAL – ATTORNEYS’ EYES ONLY

Respectfully submitted this 4th day of October 2017:



Steven B. Boyles, CPA/CFF/ABV, ASA

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I. Qualifications

1. I am a Partner in the San Francisco office of Hemming Morse, LLP (“Hemming”). Hemming is a forensic accounting and litigation consulting firm, which provides accounting, financial, economic and valuation services to counsel and client companies. I have been in public accounting for more than 17 years and am a Certified Public Accountant (“CPA”), licensed in the Commonwealth of Massachusetts. I also hold the Certified in Financial Forensics (“CFF”) and the Accredited in Business Valuation (“ABV”) designations from the American Institute of Certified Public Accountants and the Accredited Senior Appraiser (“ASA”) designation from the American Society of Appraisers.
2. I am a member of the California Society of Certified Public Accountants (“CalCPA”). I have served on the CalCPA statewide Litigation Services Steering Committee and was Chair of its San Francisco Chapter. This Steering Committee provides guidance to the more than 800 members of its four Operating Sections - (1) Business Valuation, (2) Economic Damages, (3) Fraud and (4) Family Law.
3. Additionally, I am co-chair of the Forensic Accounting & Litigation Support Specialty Group of The International Accounting Group (TIAG), a worldwide alliance of independent accounting firms. TIAG is a global accounting industry organization boasting membership of more than 115 firms in more than 65 countries. The organization is part of the broader TAG Alliances, which includes: TAGLaw, one of the five largest global legal alliances; TAG Strategic Partners (TAG-SP), whose membership is made up of an international group of businesses; and TAG Foundation, a charitable entity. The role of TIAG’s Forensic Accounting & Litigation Support Specialty Group is to promote the forensic accounting expertise of its members to all TIAG and TAGLaw members and to set up a network of forensic experts.
4. A complete copy of my current curriculum vitae, which summarizes my background and professional experience as well as a listing of my testimony experience over the preceding four years, is attached as **Exhibit A** to this report.
5. Hemming charges \$450 per hour for time I spend consulting and assessing damages as well as time that may be spent testifying related to my analysis. Other staff members at Hemming

working on this matter are billed out at rates ranging from \$150 to \$220 per hour. Neither my, nor my staff's, nor Hemming's compensation is affected in any way by either the conclusions I have reached or the outcome of this matter.

6. If called upon as a witness, I would and could competently testify thereto to all facts within my personal knowledge.

II. Assignment

7. Hemming has been retained by Capstone Law, APC ("Counsel") on behalf of Plaintiffs ("Class" or "Class Members") to provide certain professional services in connection with this matter. Specifically, I was asked to provide a methodology, common to the Class, that the Court could apply to individual Class Members in quantifying damages owed by FCA US, LLC ("Defendant" or "FCA") as a result of an alleged defect with the manual transmission in FCA's Dodge Dart vehicle ("Class Vehicle"). I have also been asked to provide rebuttal opinions, as necessary, in response to certain expert reports which may be submitted in this matter.

III. Information Considered

8. In performing my analyses I, and others operating under my direction, have reviewed, *inter alia*, pleadings, warranty databases, invoices, technical service bulletins, and accident information relating to the Class Vehicles. A list of the documents considered in preparing this report is attached as **Exhibit B**.

9. While my work on this matter is ongoing, this report summarizes my current opinions given the information available to me to date. I may consider additional materials including other expert reports, if produced in this matter, and amend or supplement my opinions and this report accordingly.

10. In connection with my anticipated testimony at trial, I may create, from various documents produced in this litigation and obtained through independent research, demonstrative exhibits that

refer or relate to the matters discussed in this report. I have not yet created such demonstrative exhibits.

IV. Understanding of Plaintiffs' Claim

11. Plaintiffs allege that the Dodge Dart, manufactured and sold by FCA, has a defect in the hydraulic clutch system causing the vehicle's clutch pedal to lose pressure, stick to the floor, and fail to engage and disengage gears ("Clutch Defect").¹ As a result of the defect, the Dodge Dart experiences premature failure of the hydraulic clutch system components including the clutch master cylinder and reservoir hose, and clutch slave cylinder.

12. It is reasonably assumed that the value of a defect free vehicle is greater than the value of that same vehicle with a defect (all else being equal). It is also assumed that consumers acquiring the Class Vehicle reasonably believed they were purchasing (or leasing) a vehicle that was defect free and was expected to operate as they had bargained. As the Class Vehicles were not ultimately defect free, the value the consumer obtained from purchasing (or leasing) the vehicle was not what they had bargained for. Plaintiffs have brought their claim to obtain restitution of the value that they bargained for but did not receive as a result of the Clutch Defect (i.e., that value of the vehicle they received, with defect, versus the value of the vehicle they bargained for, without defect).

13. It is understood that the Clutch Defect can be repaired and as such, Class Members can be made whole and receive the value they bargained for upon repair of such defect. Accordingly, a reasonably simple and straight forward approach to make Class Members whole is to compensate them for the cost of repairing the Clutch Defect.

14. I understand that FCA has internally issued a number of technical service bulletins ("TSB") addressing aspects of the Clutch Defect within its vehicles.² I further understand that through these TSBs, FCA has instructed its dealers to inspect and replace certain parts as necessary and

¹ First Amended Class Action Complaint filed June 19, 2017, p. 1

² First Amended Class Action Complaint filed June 19, 2017, p. 6. One such TSB stated that "If the customer describes the symptom/condition, perform the Repair Procedure." MCPS007975 – 83 at 75.

reimburse Dodge Dart owners who experienced these issues and had previously paid for clutch master cylinder repairs.³

15. However, I understand that Plaintiffs allege that the TSB instructions did not repair the Clutch Defect as such instructions only addressed replacing the master cylinder and reservoir hose. Plaintiffs allege that the slave cylinder also needs replacement to resolve the defect and even if the master cylinder and reservoir hose were previously replaced, such components would need to be replaced again as a result of an incomplete defect repair. Additionally, the brake fluid reservoir needs to be flushed and the interconnecting hydraulic line needs to be cleaned and dried before reassembly.⁴

V. Analysis and Opinions

A. BENEFIT OF THE BARGAIN DAMAGES

Overview

16. As discussed below, an appropriate remedy of damage susceptible of measurement across the entire class is a benefit of the bargain model. That is to say, Plaintiffs purchased (or leased) their vehicles bargaining for a vehicle that did not contain the Clutch Defect. It is assumed that if Class Members were aware of the alleged Clutch Defect at the time of their purchase (or lease) of the affected Dodge Dart, they would not have purchased (or leased) the vehicle or would have paid a lesser amount.⁵ Benefit of the bargain damages simply measure the difference in the value represented and the value actually received (what the vehicle is worth with and without the defect).

17. To make them whole and provide Class Members with the vehicle they bargained for, Plaintiffs contend that they are entitled to a payment to cover the cost necessary to fully repair the

³ First Amended Class Action Complaint filed June 19, 2017, p. 6

⁴ This is to eliminate any residual contaminates that would re-contaminate the system if such procedures were not performed.

⁵ First Amended Class Action Complaint filed June 19, 2017, p. 7

Clutch Defect. Accordingly, the measure of damages (value that the Class Member bargained for but did not receive) would be a payment in the amount of the average cost of the parts and labor to repair the Clutch Defect for each Class Member.

18. As discussed above, FCA did implement repairs of the clutch master cylinder and reservoir hose through its TSBs. However, as discussed below, these repairs did not resolve the problem and accordingly, these components must be replaced and flushed again, along with other failed components within the clutch system. I understand that these repairs need to be made on every Class Vehicle. To derive a common damage methodology that is susceptible of measurement across the entire class, I referred to Plaintiffs' technical expert's determination of the repairs to be conducted as discussed below.

Plaintiffs' Technical Expert Opinions

19. I understand that Counsel has engaged an automotive technical expert, Michael Stapleford, who has provided an opinion as to the necessary repairs to be completed in order to resolve the Clutch Defect. I understand that Mr. Stapleford's opinions are summarized in a revised TSB that encompasses the procedures, parts required, labor skill and time required to complete three different repair procedures that would remedy the alleged defects of the Class Vehicles ("Stapleford TSB"). For purposes of my analysis, I have assumed the information in Stapleford TSB to be complete and accurate.

20. The Stapleford TSB states the following three repair procedures are required to resolve the Clutch Defect on all Class Vehicles:⁶

Repair Procedure	Skill Category	Labor Time
Replace Master Cylinder and Reservoir Hose	3 - Skilled	0.6 Hours
Clean Clutch Hydraulic Line	3 - Skilled	0.2 Hours
Replace Slave Cylinder	3 - Skilled	6.6 Hours

⁶ Sample TSB.2.

21. In addition, the Stapleford TSB describes the following parts as required to complete the three repair procedures for the Class Vehicles:⁷

Quantity	Part Number	Description
1	52104854AB	Hydraulic Clutch Master Cylinder
1	6816 6658AA	Hydraulic Clutch Slave Cylinder
1	52104850AC	Hydraulic Clutch Reservoir Hose
1	04549625AD	Brake and Clutch Fluid DOT 4

Formula to Calculate Damages for Class Members

22. As discussed above, I have referred to the components referenced in the Stapleford TSB to prepare a formula that can both be tied back to Plaintiffs' theory of liability and used consistently among all Class Members. Application of the formula will quantify the value that the Class Members have overpaid for the Class Vehicles as a result of the Clutch Defect.

23. The formula is as follows:

$$= ((0.6 \times LR) + CMC + CRH) + ((6.6 \times LR) + CSC) + (0.2 \times LR) + BCF$$

Master Cylinder and Slave Clutch
Reservoir Hose Cylinder Hydraulic Line

Where:

LR - Average hourly labor rate

CMC - Average Price of a Hydraulic Clutch Master Cylinder

CRH - Average Price of a Hydraulic Clutch Reservoir Hose

CSC - Average Price of a Hydraulic Clutch Slave Cylinder

BCF - Average Price of Brake and Clutch Fluid DOT 4

⁷ Sample TSB.2.

24. Although I understand that each of the individual repairs proffered by Michael Stapleford are required to resolve the Clutch Defect, the above formula isolates each procedure for presentation purposes.

25. Below, I have provided an example of how the above formula works in practice for Class Members. As the formula reflects, using the following prices results in a damage value of \$1,022.64 per Class Vehicle:

LR - \$94.00 labor rate⁸

CMC - \$27.85 price⁹

CRH - \$12.20 price¹⁰

CSC - \$277.00 price¹¹

BCF - \$9.99 price¹²

$$\begin{aligned} &= ((0.6 \times \$94) + \$27.85 + \$12.20) + ((6.6 \times \$94) + \$277.00) + (0.2 \times \$94) + \$9.99 \\ &= (\$56.40) + \$27.85 + \$12.20) + (\$620.40) + \$277.00) + (\$18.80) + \$9.99 \\ &= (\$96.45) + (\$897.40) + (\$18.80) + \$9.99 \\ &= \$1,022.64 \end{aligned}$$

26. The preceding price amounts are variables. I was not provided with sufficient pricing data from which I could develop average prices for each component within California. However, I used cost analyses prepared by FCA and other price sheets from which reasonably reliable price points can be utilized, absent more complete information, to operate the above formula. Furthermore, despite the quality or completeness of the data, the above formula provides an effective and reasonable approach to compensate Class Members for the reduction in value to the

⁸ The labor rate was obtained from MCPS002019 (X62 costs).

⁹ The cost was obtained from a product price list for the Clutch Master Cylinder, part 52104854AB, for the 2014 Dodge Dart L4-1.4L Turbo obtained from S.A.S Consulting.

¹⁰ The cost was obtained from a product price list for the Hydraulic Flex Hose (to Reservoir), part 52104850AC, for the 2014 Dodge Dart L4-1.4L Turbo obtained from S.A.S Consulting.

¹¹ The cost was obtained from a product price list for the Clutch Release Bearing (including Slave Cylinder), part 6816658AA, for the 2014 Dodge Dart L4-1.4L Turbo obtained from S.A.S Consulting.

¹² The cost of Mopar brake and clutch fluid meeting DOT 4 requirements (12 ounce bottle).
<https://www.pepboys.com/product/details/846305/00968>

vehicles they purchased (or leased). If different average, or actual, prices are obtained and applied, the above formula would accurately quantify the reasonable recovery amount to each Class Member. That is to say, the above formula provides a measure of the difference in value of a Class Vehicle without the defect as compared to a Class Vehicle with the defect.

B. ALTERNATE CLASS DAMAGES – OUT OF POCKET COSTS

27. Although the previous section provides a methodology that can be consistently applied to all Class Members, another reasonable economic approach to restore Class Members to where they should have been upon purchasing (or leasing) the Class Vehicle is to utilize an out of pocket reimbursement model.

28. An out of pocket reimbursement model will be able to provide Class Members restitution for amounts actually paid to correct the defects. Any Class Member that pays for repairs that pertain to the Clutch Defect can provide a receipt and be reimbursed for the parts and labor that qualify for reimbursement. This is another way of restoring the individual to where they would have been when they purchased car. It is important to note that the described reimbursement model would be based upon the exact same repairs addressed as the variables in the formula discussed above. In other words, Class Members would only be compensated for the work referenced in the above formula and not for additional repairs or maintenance that may be referenced within the presented receipt.

C. VALIDATION OF ASSUMPTIONS IN ANALYSIS

29. As referenced, the above formula utilizes prices for parts and labor from various sources with the calculated result appearing reasonable based on Plaintiffs' invoices. For example, an invoice supplied by Plaintiff Victorino shows the cost of the clutch slave cylinder (part #68166658-AA) was \$258.95 while the figure utilized in the above formula is \$277.00.¹³ The invoice further reflects the cost of the brake and clutch fluid (part #04549625-AD) to be \$10.20 while the figure

¹³ 2016 03-07 MISC-DOCS re 2014 Dodge Dart Repair Order - Carlos Victorino Jr.pdf

utilized in the above formula is \$9.99.¹⁴ Finally, the invoice reflects the labor rate was discounted to \$70 per hour while the rate utilized in the above formula is \$94 per hour.¹⁵

30. Plaintiff Tavitian provided an invoice that shows the cost of the clutch master cylinder (part #52104854-AB) was \$79.01 while the figure utilized in the above formula is \$27.85.¹⁶ The invoice further reflects the cost of the brake and clutch fluid (part #04549625-AD) to be \$9.32 while the figure utilized in the above formula is \$9.99.¹⁷

VI. Conclusion

31. As discussed above, my analysis provides two reasonable approaches to quantify the damage value to Class Members as a result of the Clutch Defect. The benefit of the bargain approach proffered above provides a formula that can be applied utilizing the appropriate variable inputs while the out of pocket reimbursement approach compensates Class Members upon presentation of a receipt for the same components referenced in the aforementioned formula. Although the underlying variable inputs may differ for individual Class Members (under both approaches), the approaches provide a reasonable and consistent basis to compensate all Class Members for the defect.

¹⁴ 2016 03-07 MISC-DOCS re 2014 Dodge Dart Repair Order - Carlos Victorino Jr.pdf

¹⁵ 2016 03-07 MISC-DOCS re 2014 Dodge Dart Repair Order - Carlos Victorino Jr.pdf

¹⁶ 2016 05-03 MISC-DOCS re 2013 Dodge Dart Repair Order - Adam Tavitian.pdf

¹⁷ 2016 05-03 MISC-DOCS re 2013 Dodge Dart Repair Order - Adam Tavitian.pdf

EXHIBIT A

EX FF, PG. 306



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Steven B. Boyles, CPA/CFF/ABV, ASA

Profile

Steven Boyles is a Partner in the Forensic and Financial Consulting Services Group in the San Francisco office of Hemming Morse, LLP. In addition to being a Certified Public Accountant (CPA), Steven maintains a number of other professional designations including being Certified in Financial Forensics (CFF) and Accredited in Business Valuation (ABV), both issued by the American Institute of Certified Public Accountants. He has also received the designation of Accredited Senior Appraiser (ASA) from the American Society of Appraisers. Steven is a member of the Steering Committee for the California Society of Certified Public Accountants Forensic Services Section and is the Chair of the Committee's San Francisco Chapter.

Steven is experienced in consulting with clients and counsel regarding complex business disputes involving the investigation, evaluation and quantification of economic damages. He also possesses extensive experience in performing valuations of closely-held businesses and business assets in both litigation and consulting settings. His experience encompasses a diverse range of litigation matters including investigating and quantifying damages in matters involving patent infringement, trade secret misappropriation, shareholder and partnership disputes, post-acquisition claims, securities litigation, alter ego analyses, royalty disputes, and other forensic and fraud investigations stemming from contract and tort claims.

Steven has testified as an expert witness in federal and state courts as well as in arbitration in connection with the work performed in these areas.

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Steven B. Boyles, CPA/CFF/ABV, ASA

Employment & Education

2012 – Present	Hemming Morse, LLP <i>Certified Public Accountants, Forensic and Financial Consultants</i> Partner
2011	Hemming Morse, Inc. Director
2007 – 2011	StoneTurn Group, LLP Managing Director
2003 – 2007	CCR Group, LLP Manager
2002 – 2003	Johnson Eubank Pankratz & Company Manager
2001 – 2002	Hoffman & Associates, LLP
1999 – 2000	Manager
2000 – 2001	Matson Driscoll & Damico, LLP Associate
1998 – 1999	Pershing Yoakley & Associates, LLP Associate
1998	University of South Florida Bachelor of Science - Accounting

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Professional & Service Affiliations

- Certified Public Accountant, State of Massachusetts
- Accredited Senior Appraiser (ASA)
- Certified in Financial Forensics (CFF)
- Accredited in Business Valuation (ABV)
- American Institute of Certified Public Accountants
 - Forensic & Litigation Services Section
- California Society of Certified Public Accountants
 - Treasurer, Forensic Services Valuation Section, past
 - Forensic Services Section Steering Committee, past
 - Chair, San Francisco Chapter Litigation Consulting Services Committee, past
- The International Accounting Group
 - Chair, Forensic / Litigation Support Specialty Group
- American Society of Appraisers
- Golden Gate University
 - Advisory Board to Forensic Accounting Program
 - Adjunct Professor

Presentations & Seminars

- "Alter Ego Liability: Prove it or Lose it"
Bar Association of San Francisco, Spring 2015
- "Trade Secrets, Enforceability and Damages"
TAGLaw - Edinburgh, Scotland, Spring 2015
- "The Wild World of Corporate Espionage: Measuring Economic Damages when Trade Secrets are Misappropriated"
American Institute of Certified Public Accountants
Forensic and Valuation Services Conference, Fall 2013
- "Understanding the Key Accounting Pieces of the Legal Puzzle"
Bar Association of San Francisco, Spring 2013
- "The Use of Forensic Accountants in Solving Unconventional Matters"
DLA Piper - San Francisco, Spring 2013
- "Very Small Business Valuations"
Family Law Section of the Contra Costa Bar Association, Summer 2012
- "The Reasonable Certainty of Your Expert's Damages Analysis"
Caldwell Leslie & Proctor, PC, Winter 2012
- "Post Acquisition Disputes – Lessons Learned"
Wilson Sonsini Goodrich & Rosati, Winter 2011
- "Post Acquisition Disputes – Lessons Learned from a Forensic Accountant"
Bar Association of San Francisco, Fall 2010
- "The Forensic Accounting Investigation of an Alter Ego Claim"
Nixon Peabody, LLP, Spring 2010
- "Dr. Jekyll and Mr. Hyde: What Counsel Should know about Alter Ego"
Marin County Bar Association, Winter 2009
- "Dr. Jekyll and Mr. Hyde: What Counsel Should know about Alter Ego"
Bar Association of San Francisco, Fall 2009
- "Common Techniques in Quantifying Commercial Damages"
Seyfarth Shaw, LLP, Fall 2008
- "What's the Value of My Business?"
Young Presidents Organization – Hartford, CT, Fall 2005

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Testimony

Trial

- Steven Brisson and Laura Maness v. Propane Studio LLC, Neil Chaudhari, Rahul Odedra, Lilu Odedra, and Michelle Viray (2014)
Superior Court of California, County of San Francisco
Case No. CGC-13-531005
- American TonerServ Corp., iPrint Technologies, LLC v. Chad Solter, Darrell Tso, Scott Muckley, MTS Partners, Inc. (March 2014)
Superior Court of California, County of Marin
Case No. CIV1102020
- Jeffrey C. Coury v. William P. Foley, II and Chicago Title Insurance Company (May 2013)
Superior Court of California, County of Sonoma
Case No. SCV250985
- Brandon Abbey, Burst Communications, Inc. and Britt Miller v. John Sheputis, William Fleming, Fortune Drive Associates, LLC, Sheputis DC Investments, LLC, and California Acquisition and Development Company, LLC (January 2013)
Superior Court of California, County of San Francisco
Case No. CG-08-479301
- Brandon Abbey, Burst Communications, Inc. and Britt Miller v. John Sheputis, William Fleming, Fortune Drive Associates, LLC, Sheputis DC Investments, LLC, and California Acquisition and Development Company, LLC (November 2012)
Superior Court of California, County of San Francisco
Case No. CG-08-479301
- Innovention Toys, LLC v. MGA Entertainment, Inc. and Wal-Mart Stores, Inc. and Toys "R" Us, Inc. (2012)
United States District Court, Eastern District of Louisiana, Case No. 07-6510
- Peter Bennett v. Cynthia Foss (2012)
Superior Court of California, County of San Francisco
Case No. FPT-09-376032
- Joanne Caveney v. Thomas Caveney (2009)
Probate and Family Court, Lawrence Division
State of Massachusetts, Case No. 06D-1236-DV1

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Arbitration

- Nunzio Alioto vs. Alioto Fish Company Ltd. (2017)
JAMS Arbitration, Case No. 1100084167
- David Seto, Sharon Seto and Anthony Sam v. Asset Management LLC, et al. (2017)
JAMS, San Jose, California
- Cancer Imaging Associates, LLC v. California Cancer Associates for Research and Excellence, Inc. (2016)
JAMS Arbitration, Case No. 1120012598
- InterDigital Technology Corporation and IPR Licensing, Inc. v. Inventec Appliances Corporation (2015)
ICDR Arbitration, Case No. 50-20-1400-0225
- Frederick H. DiRienzo, et al. v. Banc of America Investment Services, Inc. (2011)
FINRA Arbitration, Case No. 10-01011

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Testimony continued

Deposition

- **Sofia New and Joseph New v. Manuel Langit and Aurora M. Langit (2017)**
Superior Court of California, County of San Francisco
Case No. CGC-14-540706
- **Nunzio Alioto vs. Alioto Fish Company Ltd. (2017)**
JAMS Arbitration, Case No. 1100084167
- **Maria Ford, et al. v. Gary Yasuda and Amarillo College of Hairdressing, Inc. (2017)**
United States District Court, Central District of California, Case No. 5:13-CV-1961-PSG-DTB
- **David Seto, Sharon Seto and Anthony Sam v. Asset Management LLC, et al. (2016)**
JAMS, San Jose, California
- **Synopsys, Inc. v. ATopTech, Inc. (2016)**
United States District Court, Northern District of California, Case No. 13-02965 (MMC)
- **Sukru Bayramoglu and Gulay Bayramoglu v. CitiMortgage, Inc., Federal National Mortgage Associations, aka Fannie Mae, and Nationstar Mortgage, LLC (2016)**
Superior Court of California, County of Sacramento
Case No. 34-2014-00166510-CU-OR-GDS
- **Seth Samuels, et al. v. Hamrick & Evans, LLP, et al. (2016)**
Superior Court of California, County of San Francisco
Case No. CGC-13-534626
- **Derek Benham v. Norman A. Barnes, Kenneth Everett, Seiler, LLP (2016)**
Superior Court of California, County of San Francisco
Case No. CGC-15-54427
- **Cancer Imaging Associates, LLC v. California Cancer Associates for Research and Excellence, Inc. (2016)**
JAMS Arbitration, Case No. 1120012598
- **C&J Express and Charlie Lu v. Golden Int'l Travel, Inc. and Chaoying Guo (January 2016)**
United States District Court, Central District of California, Case No. 2:14-cv-06030-FMO-JC
- **Alana Kaselitz and Melissa Kaselitz v. Hisoft Technology International, Ltd. and Tiak Koon Loh (June 2015)**
Superior Court of California, County of San Francisco
Case No. CGC-12-525000
- **Efren Guerra and Robin Guerra v. Nationstar Mortgage, LLC; Aurora Loan Services, LLC; and Cal-Western Reconveyance (2015)**
Superior Court of California, County of Nevada
Case No. CU13-079943
- **Lloyds TSB Bank PLC v. Michael Joseph Kilroy (March 2015)**
Superior Court of California, County of Riverside
Case No. 1202040
- **Steven Brisson and Laura Maness v. Propane Studio LLC, Neil Chaudhari, Rahul Odedra, Lilu Odedra, and Michelle Viray (2014)**
Superior Court of California, County of San Francisco
Case No. CGC-13-531005
- **American TonerServ Corp., iPrint Technologies, LLC v. Chad Solter, Darrell Tso, Scott Muckley, MTS Partners, Inc. (February 2014)**
Superior Court of California, County of Marin
Case No. CIV1102020
- **Deanna Roth Fairchild, Trustee of the Deanna Trust v. Carolyn G. Roth, Trustee of the Gerald K. Roth and Carolyn G. Roth Trust (January 2014)**
Superior Court of California, County of Contra Costa
Case No. P11-01078
- **Jeffrey C. Coury v. William P. Foley, II and Chicago Title Insurance Company (February 2013)**
Superior Court of California, County of Sonoma
Case No. SCV250985

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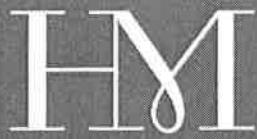
Deposition continued

- Brandon Abbey, Burst Communications, Inc. and Britt Miller v. John Sheputis, William Fleming, Fortune Drive Associates, LLC, Sheputis DC Investments, LLC, and California Acquisition and Development Company, LLC (September 2012) Superior Court of California, County of San Francisco Case No. CG-08-479301
- Innovation Toys, LLC v. MGA Entertainment, Inc. and Wal-Mart Stores, Inc. and Toys "R" Us, Inc. (2012) United States District Court, Eastern District of Louisiana, Case No. 07-6510
- Brandon Abbey, Burst Communications, Inc. and Britt Miller v. John Sheputis, William Fleming, Fortune Drive Associates, LLC, Sheputis DC Investments, LLC, and California Acquisition and Development Company, LLC (July 2012) Superior Court of California, County of San Francisco Case No. CG-08-479301
- Carol Barnes Lucero v. Wells Fargo Bank, N.A. (2012) Superior Court of California, Alameda County Case No. RG 11583019
- Cycle Shack, Inc. v. Harley-Davidson Motor Company Inc. and Markland Industries (2012) Superior Court of California, Orange County Case No. 00126460
- Elpida Memory, Inc. v. Semiconductor Manufacturing International Corporation (2011) American Arbitration Association Case No. 50 117 T 732 10
- Elpida Memory, Inc. v. Cension Semiconductor Manufacturing Corporation and Semiconductor Manufacturing International Corporation (2010) American Arbitration Association Case No. 50 117 T 0001710

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Steven B. Boyles, CPA/CFF/ABV, ASA

Selected Case Experience

- Assisted the appointed corporate FCPA monitor in an evaluation of the compliance of a multinational corporation in the medical device industry with the terms of its FCPA-related settlement arrangements with the U.S. Department of Justice and the SEC. Additionally, assisted the informal FCPA monitor with the evaluation of the compliance program of a pharmaceutical company operating in Asia.
- Assisted in performing forensic accounting investigations at the request of public company Boards of Directors and Audit Committees as well as forensic accounting engagements to assist companies in related efforts including financial statement restatements. These engagements have included assessment of alleged fraudulent financial reporting issues including recognition of revenue, stock options compensation expense, reported reserves, and adjustments relating to acquisitions.
- Engaged as plaintiff's expert to provide a valuation analysis in a dispute between the limited partners and the general partner of an investment fund. Mr. Boyles analyzed the various underlying investments held by the fund and performed valuation procedures and specific transaction analysis on these investments at various dates. Mr. Boyles' analysis clearly reflected how the fund manager deceived investors by investing in preferred equity of high risk companies and then overstated the values of these underperforming companies through stock price manipulation and misrepresentation which inflated the returns on the fund's investments.
- Engaged as an expert to evaluate and quantify damages resulting from alleged patent infringements on a number of occasions. In these matters, Mr. Boyles has performed market analyses, assessed lost profits stemming from alleged infringements, analyzed the value contribution of the patented invention to the saleable product, identified and analyzed comparable license agreements, and evaluated other Georgia-Pacific factors for purposes of determining a reasonable royalty during provisional rights and infringement periods.
- Engaged as an expert to evaluate the economic impact of alleged trade secret misappropriations. These analyses have involved assessing the impact of misappropriations by departing employees as well as by business partners upon contract termination. Mr. Boyles' analyses have included assessing the cost of development of trade secrets, the economic benefit to the party which allegedly misappropriated, and the economic impact to the harmed party. In so doing, Mr. Boyles has evaluated the manufacturing, distribution and marketing aspects of the parties involved to determine potential lost profits, unjust enrichment, or reasonable royalty damages resulting from the alleged misappropriation.
- Engaged as an expert by a Fortune 100 international bank in a dispute against a debtor company for \$45 million in damages. Mr. Boyles' analysis included analyzing the accounting and operational records and systems of the debtor and its related entities to identify the existence of indicia of alter ego among the related entities.

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EXHIBIT B

EX FF, PG. 314

Exhibit B - Documents Considered

Class v. FCA US LLC

- * 2016 06-24 PLD (final) Complaint.pdf
- * 2017 06-19 PLD-FAC (Conformed).pdf
- * FCA (Victorino) .msg
- * MCPS001356-1356 (CONFIDENTIAL).xlsx
- * MCPS002019 (X62 costs).xlsx
- * MCPS002070 (X62 costs).xlsx
- * Parts.pdf
- * Sample TSB.DOCX
- * VIC_00005.pdf
- * VIC_00006 - VIC_00007.pdf
- * VIC_00008.pdf
- * VIC_00328 - VIC_00332.pdf
- * Dealer Service Write-Ups 2013-2016 MCPS007984.xlsx
- * Dealer Service Write-Ups 2015-2016 MCPS007985.xlsx
- * Warranty Claim Data 2013-2016 MCPS007986.xlsx
- * Warranty Claim Data 2015-2016 MCPS007987.xlsx
- * Sales Volumes 2013-2016.pdf
- * CAIR Data MCPS007988.xlsx
- * 06-001-16 Rev A.pdf
- * Sample TSB.2.DOCX
- * Expert Report of Michael Stapleford dated 10/4/2017
- * 6.15.17 Tavitian Repair (bates) Order from Van Nuys Russell Westbrook Chrysler Dodge - Copy
- * 6.15.17 Tavitian Repair Order from Van Nuys Russell Westbrook Chrysler Dodge - Copy
- * 8.19.16 Tavitian Repair (bates) Order from Glendale CDJR
- * 8.19.16 Tavitian Repair Order from Glendale CDJR
- * 10.19.2016 Tavitian Repair Orders
- * 10.19.2016 Tavitian Repair Orders2
- * 10.19.2016 Tavitian Repair Orders3
- * 2016 03-07 MISC-DOCS re 2014 Dodge Dart Repair Order - Carlos Victorino Jr.
- * 2016 05-03 MISC-DOCS re 2013 Dodge Dart Repair Order - Adam Tavitian
- * 2016 05-25 MISC-DOCS re 2013 Dodge Dart Work Orders, Extended Warranty, and Odometer Statement - Adam Tavitian
- * Brake_Booster_Contamination_Recall_Receipt
- * Car_Maintenance_Service_Receipts
- * Clutch_Repair_Receipt
- * Dart Work Order (3-15-17)
- * Due Bill
- * Mopar_Cold_Air_Intake_Order
- * R.O. 5107
- * R.O. 18779
- * R.O. 23372
- * R.O. 99906
- * R.O. 408455
- * R.O. 511713
- * R.O. 587482
- * R.O. 587623
- * R.O. 608649
- * R.O. 612297
- * Rental Car Cost (7-9-16)
- * Service Order - 61517
- * Towing Cost (7-9-16)
- * Window_Tint_Receipt



FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. With thirty-two seasoned attorneys, many formerly with prominent class action or defense firms, Capstone has the experience, resources, and expertise to successfully prosecute complex employment and consumer actions.

Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining tens of millions of dollars in recovery for employees and consumers. The firm's accomplishments include:

- In February, 2015, three Capstone attorneys, Glenn A. Danas, Raul Perez, and Ryan H. Wu, were honored with the prestigious California Lawyer of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshalls of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a landmark decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone attorneys successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- In April 2017, Capstone achieved a major victory for consumers in *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court held that: (1) the right to seek public injunctive relief under the state's consumer protection laws cannot be waived; and (2) that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public.
- Capstone serves as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of nonexempt tellers and personal bankers in *Flighttower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$6 million on behalf of non-exempt hourly workers in *Sheldon v. AHMC Monterey Park Hospital LP*, Case No. BC440282 (L.A. Super. Ct.).
- Capstone serves class counsel in a number of significant consumer actions, including *Falvo v. Nissan N. Am. Inc.*, No. 13-00686-DDP (C.D. Cal.) (certifying a class of owners/lessees of Nissan vehicles with alleged timing chain defect on contested motion); *Batista v. Nissan N. Am., Inc.*, No. 14-24728-RNS (S.D. Fla.); *Klee v. Nissan North America*, Case No. 12-08238 (C.D. Cal.); *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.); *Asghari v. Volkswagen Group of America*, No. 13-02529 (C.D. Cal.); *Aarons v. BMW of North America*, Case No. 11-7667 (C.D. Cal.); *Fernandez v. Home Depot U.S.A.*, No. 13-648 (C.D. Cal.), and *Ford v. CEC Entertainment*, No. 14-677 (S.D. Cal.), that have conferred benefits to class members valued in the hundreds of millions.



SUMMARY OF SIGNIFICANT SETTLEMENTS

In the past four years, Capstone has settled over 60 high-stakes class actions totaling over \$100 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Moore v. Petsmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Felix v. Auto Club of Southern Calif.*, Case No. 07CC01421 (Orange Cty. Super. Ct.): \$3.5 million settlement fund on behalf of over 2,000 insurance sales persons for wage and hour claims after taking this certified class action to trial;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.



PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is the managing partner of Capstone Law APC. She supervises the pre-litigation phase for all of the firm's cases, including investigation, analysis, and client consultation. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 35 cases, delivering tens millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. A partner at Capstone, Raul Perez has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in tens of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Danas and Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Matthew Theriault. Mr. Theriault is a partner at Capstone. An expert in wage-and-hour law and litigation strategy, Mr. Theriault currently manages and assists Capstone's class action certification efforts and trials.



Recently, Mr. Theriault was lead trial counsel in a rarely-seen class action trial, representing a certified class of insurance salespersons alleging unpaid wages and break premiums in *Felix v. Auto Club of Southern Calif.*, Case No. 07CC01421 (Orange Cty. Super. Ct.). The parties ultimately reached a multi-million dollar settlement in the middle of trial.

Over the course of his career, he has successfully certified numerous employee classes for claims involving misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million dollar settlements. Cases where Mr. Theriault was certified as class counsel include *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.), *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.), *In re: Taco Bell Wage And Hour*, 2013 U.S. Dist. LEXIS 380 (N.D. Cal.), *In Re: Autozone, Inc., Wage and Hour Employment Practices Litigation*, Case No.: 3:10-md-02159-CRB (E.D. Cal.), *Mansfield v. Brackenhoff Mgmt. Group, Inc.*, No. BC356188 (L.A. Super. Ct.), and *Blair v. Jo-Ann Stores, Inc.*, Case No. BC394795 (L.A. Super. Ct.).

Mr. Theriault graduated from the Western New England School of Law in Springfield, Massachusetts, and received his undergraduate degree with honors from the University of Connecticut. After graduation, Mr. Theriault practiced law in Connecticut starting in 2001. He litigated primarily consumer actions involving allegations of auto dealership fraud, loan financing, and unlawful debt collection practices. After moving to California, Mr. Theriault joined a large plaintiffs firm, where he litigated wage and hour class actions and was eventually made partner.

Glenn A. Danas. A partner at Capstone, Glenn A. Danas heads the complex motion and appeals practice group. A leading authority on arbitration law and PAGA actions, Mr. Danas was recently honored with the CLAY award for his work as lead counsel in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014). Mr. Danas briefed and argued this closely-watched case before the California Supreme Court, which resulted in a landmark decision that preserved employees' right to pursue PAGA actions notwithstanding a waiver in an arbitration agreement. Mr. Danas was also recognized by The Daily Journal as one of California's Top 20 Lawyers Under 40 for 2013 and as one of the Top 75 Labor & Employment Lawyers in California for 2017.

Mr. Danas has argued over twenty appeals in the California Court of Appeal, the California Supreme Court, and the Ninth Circuit Court of Appeals, and has served as lead appellate counsel in many more. While at Capstone, Mr. Danas argued before the California Supreme Court in three major victories for the plaintiffs: *Iskanian*, *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), and *Williams v. Superior Court*, 2017 WL 2980258 (2017). He also argued in the Ninth Circuit in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), *Chavarria v. Ralphs Grocery Co.*, 733 F.3d 916 (2013), which held that arbitration agreements may not be enforced if found unconscionable under general state contract law, and *Allen v. Bedolla*, 787 F.3d 1218 (9th Cir. 2015), which made law on judicial scrutiny of class action settlements. Prior to joining Capstone, Mr. Danas successfully briefed and argued the precedent-setting appeal in *Brown v. Ralph's Grocery Co.*, 197 Cal. App. 4th 489 (2011), regarding the unenforceability of PAGA waivers. Mr. Danas also successfully defeated an appeal of a motion to remand under the CAFA "local controversy exception" in *Coleman v. Estes Express Lines, Inc.*, 631 F.3d 1010 (9th Cir. 2011), establishing a new standard on when the circuit court may grant review in a discretionary appeal under CAFA.

Mr. Danas graduated from Emory University School of Law in 2001 with honors and authored *The Interstate Class Action Jurisdiction Act of 1999: Another Congressional Attempt to Federalize State Law*, 49 EMORY L.J. 1305 (2000), which was selected by the ABA as one of the top three student-written law journal articles in its annual nationwide competition. He received his undergraduate degree in Industrial and Labor Relations from Cornell University. After law school, he clerked for the Honorable U.W. Clemon, Chief U.S. District Judge



for the Northern District of Alabama and began his career at an international law firm in New York City, where he primarily focused on antitrust and securities litigation.

Melissa Grant. Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class certification, Ms. Grant is the lead or co-lead attorney on four certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, the scope of discovery, and PAGA trials. In *Williams v. Veolia Transp. Svcs.*, Case No. 08-02582 (C.D. Cal.), Ms. Grant's tenacious prosecution led to a settlement with civil penalty payment of \$230,000, one of the largest on record for a PAGA enforcement action.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion* Review, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

Of Counsel

Jordan Lurie. A renowned class action litigator, Jordan Lurie heads the automotive defect litigation practice group at Capstone, prosecuting cases involving violations of state and federal consumer protection laws, the Fair Credit Reporting Act, federal and state privacy laws, and federal securities law. Mr. Lurie has prosecuted class actions against major car manufacturers, and is serving (or has served as) class counsel in: *Falco v. Nissan N. Am. Inc.*; *Vargas v. Ford Motor Co.*, *Batista v. Nissan N.Am., Inc.*; and *Chan v. Porsche Cars N.A., Inc.*. Mr. Lurie helped negotiate class benefits valued in the tens of millions in *Klee v. Nissan N. Am.*; *Asghari v. Volkswagen Group of America*; and *Aarons v. BMW of N. Am.*.

Over his distinguished career, Mr. Lurie also has obtained settlements in excess of \$100 million in actions where he was lead or co-lead counsel. Notable cases where Jordan served as lead counsel include: *In re: Apria Healthcare Group Secs. Litig.*, where Jordan settled on behalf of investors for \$42 million in a securities fraud class action; *Morganstein v. Aura Systems*, where he settled claims for \$18 million in a securities fraud class action; *In re Quintus Secs. Litig.*, a securities fraud class action which settled for \$10.1 million; and *In re Southern Pacific Funding Corp., Sec. Litig.*, Case No. Civ. 98-1239-MA, (D. Or.), where he settled a class action for \$19.5 million. Mr. Lurie has been selected as one of Southern California's "Super Lawyers" every year from 2012 through 2016.

Prior to joining Capstone, Mr. Lurie spent most his career at a national plaintiffs' law firm specializing in corporate securities and consumer class actions, where he was the managing partner of the firm's Los Angeles office. Mr. Lurie graduated from the University of Southern California Gould School of Law in 1987, where he was Notes Editor of the University of Southern California Law Review. He received his undergraduate



degree with honors from Yale University. When not litigating, Mr. Lurie is an active educator and community leader. Jordan participated in the first Wexner Heritage Foundation leadership program in Los Angeles and holds leadership and executive positions in various organizations in the Los Angeles community. He has also been the featured speaker at California MCLE seminars regarding securities fraud and class actions, and has authored several publications for the California Continuing Education of the Bar.

Senior Counsel

Jennifer Bagosy. Jennifer Bagosy is a senior counsel with Capstone Law, specializing in employment and consumer class action litigation, with an emphasis on trial preparation. She began her career as a litigation associate with Howrey LLP, first in Washington, D.C., and then in Irvine, California. At Howrey, she participated in two trials and two appeals in *Fifth Third Bank v. United States*, a breach of contract case arising from the S&L crisis of the 1980s, winning and upholding on appeal a \$76.5 million verdict for the client. She also participated in trial in *Imagexpo v. Microsoft*, a patent infringement case, which resulted in a \$62 million verdict for the client. Ms. Bagosy joined the firm of Morgan, Lewis & Bockius in 2011, where she specialized in securities litigation, D&O liability litigation, bank-failure related litigation, and professional liability. Jennifer graduated from Georgetown University Law Center in 2002. She received her undergraduate degree in Political Science from Bradley University, where she graduated summa cum laude.

Ms. Bagosy is admitted to practice law in California and before the United States District Court for the Eastern, Central, and Southern Districts of California, as well as the Ninth Circuit Court of Appeals, the Federal Circuit Court of Appeals, and the United States Supreme Court. She is actively involved in the Orange County Bar Association, where she is a member of the Professionalism & Ethics Committee.

Liana Carter. Liana Carter is a senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included successfully defeating a challenge to overturn the denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Along with Mr. Danas, Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Robert Drexler. Robert Drexler is a senior counsel with Capstone Law where he leads one of the firm's litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California's "Super Lawyers" every year from 2009 through 2015.



Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the Case Western Reserve Law Review and authored *Defective Prosthetic Devices: Strict Tort Liability for the Hospital?* 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC's Forum Magazine and The Daily Journal.

Robert Friedl. Robert Friedl is a senior counsel at Capstone, where he devotes most of his time to the briefing and litigation strategy of consumer protection cases. Mr. Friedl has over 20 years of experience representing plaintiffs and defendants in consumer class actions, insurance coverage and defense, employment law, and personal injury. His lengthy service as an appellate attorney has yielded several published cases, including successful outcomes in *Goldstein v. Ralphs*, 122 Cal. App. 4th 229 (2004), *Morgan v. AT&T*, 177 Cal. App. 4th 1235 (2009), and *Hecimovich v. Encinal School Parent Teacher Organization*, 203 Cal. App. 4th 450 (2012). At Capstone, Mr. Friedl was responsible for the appellate win in *Grant v. Unifund CCR, LLC*, 577 Fed. Appx. 693 (9th Cir. 2014).

Prior to joining Capstone, Mr. Friedl was a partner at civil litigation boutique, where he handled the firm's most complex briefing. He is a graduate of the University of Connecticut, and received his law degree from Southwestern School of Law, where he earned an American Jurisprudence Book Award.

Katherine Kehr. A senior counsel at Capstone, Katherine Kehr prosecutes aggregate actions on behalf of California workers, handling all aspects of wage and hour litigation. While at Capstone, Ms. Kehr developed expertise on issues relating to arbitration and PAGA issues. At Capstone, Ms. Kehr was the primary attorney on *Brown v. Super. Ct. (Morgan Tire)*, 216 Cal. App. 4th 1302 (2013) (superseded by grant of review), as well as the primary drafter of the intermediate court briefing in *Iskanian*. Recently, Ms. Kehr was one of the primary drafters of a contested motion for class certification, by which Capstone successfully certified a class and was appointed class counsel in *Romo v. GMRI, Inc.*, Case No. 12-cv-00715-JLQ-SP (C.D. Cal.).

Ms. Kehr graduated from the University of Southern California Gould School Of Law in 2002, where she was a member of the Moot Court Honors Program. After law school, she clerked for the Honorable Richard D. Savell of the Alaska Superior Court and the Honorable Anthony J. Mohr of the Los Angeles Superior Court. Ms. Kehr received her undergraduate degree in French literature *cum laude* from Bryn Mawr College. She received her training as an associate at Selman Breitman LLP, where she handled all aspects of pre-trial litigation, in both state and federal court.

Bevin Allen Pike. Bevin Allen Pike is a senior counsel with Capstone Law where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has



been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Ryan H. Wu. Ryan H. Wu is a senior counsel at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, and responding to objectors. Mr. Wu is responsible for the merits briefing in the landmark *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), which protected consumers' right to pursue public injunctive relief, and *Williams v. Superior Court*, 3 Cal.5th 531(2017), where the California Supreme Court set discovery guidelines in PAGA actions. Mr. Wu also authored the appellate briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Danas and Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of "*Williams v. Superior Court: Employees' Perspective*" and "*Iskanian v. CLS Transportation: Employees' Perspective*," both published in the *California Labor & Employment Law Review*.

Associates

Arnab Banerjee. Arnab Banerjee is an associate with Capstone, where he litigates employment and consumer class actions. Mr. Banerjee's practice focuses primarily on wage and hour class action litigation where he has worked on more than 50 class action cases on behalf of employees for the failure to pay overtime and minimum wages, the failure to provide meal and rest breaks, and helping to obtain millions of dollars in recovery for employees. Admitted to the Bar in 2007, Mr. Banerjee began his career and received his training as an associate at Latham & Watkins LLP, where he handled all aspects of pre-trial litigation, in both state and federal court in a wide variety of business litigation matters ranging from white collar defense to environmental litigation. Mr. Banerjee graduated from the University of Southern California Gould School Of Law, where he was an editor on the Interdisciplinary Law Journal, and received his undergraduate degrees in Political Science and Sociology, with a minor in Humanities and Law from the University of California, Irvine where he graduated *cum laude* and Phi Beta Kappa.

Brandon Brouillette. Brandon Brouillette is an associate with Capstone Law, where his practice focuses on representing employees and consumers in complex litigation, primarily wage-and-hour class actions and PAGA representative actions. His entire legal career has been devoted to representing individual and class representative plaintiffs against large corporate entities. Prior to joining Capstone, Mr. Brouillette served as an associate at Boucher LLP where he managed the firm's wage-and-hour class actions. He earned his Juris Doctor from Loyola Law School, Los Angeles, where he spent a summer interning for the legal clearance and corporate legal departments at Warner Bros. He received his undergraduate degree from the University of Southern California and is admitted to practice in California and before the United States District Court for the Northern and Central Districts of California. In 2016, Mr. Brouillette was selected as one of Super Lawyers' "Rising Stars" in Southern California.



Anthony Castillo. Anthony Castillo is an associate with Capstone Law. His practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues. Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Ruhandy Glezakos. Ruhandy Glezakos is an associate with Capstone Law. He works on behalf of employees, focusing primarily on wage-and-hour class action litigation for failure to pay overtime and minimum wages, failure to provide meal and rest breaks, and other Fair Labor Standards Act and California Labor Code violations. Mr. Glezakos advocates passionately for those in need and has extensive experience working in public interest, particularly for low-wage workers and undocumented communities. Ruhandy graduated from UCLA School of Law. During law school, he served as a judicial extern for the Honorable Harry Pregerson, Ninth Circuit Court of Appeals. He received his undergraduate degree from the University of California, Los Angeles where he graduated cum laude.

Jamie Greene. Jamie Greene is an associate with Capstone where she evaluates potential new cases, develops new claims, and manages client relations. Well-versed in wage and hour law and federal and state consumer protection statutes, Ms. Greene supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation. Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. She is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California. She is an active member of the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills, Los Angeles County, and Santa Monica Bar Associations.

Robin Hall. Robin Hall is an associate with Capstone Law, where she heads the firm's research department. Ms. Hall assists in pre-litigation investigation of employment and consumer statutory claims, and handles complex research projects. A founding editor of the Impact Litigation Journal (ILJ), Ms. Hall has authored numerous articles on emerging legal issues published on ILJ. Ms. Hall began her career and received her training as an associate at Baker & Hostetler LLP, where she represented Fortune 500 companies in labor and employment litigation, including class actions. She attended Indiana University's Maurer School of Law, where she graduated *cum laude* in 2007. During law school, Ms. Hall served as Editor-in-Chief of the Indiana Journal of Global Legal Studies and Director of the Inmate Legal Assistance Clinic. She received her undergraduate degree from the University of Missouri and is admitted to practice law in California.

Jonathan Lee. An associate with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California. Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.



Suzy E. Lee. Suzy Lee, an associate with Capstone, litigates complex matters with a focus on wage-and-hour class actions. Ms. Lee has successfully litigated wage and hour class actions and single plaintiff cases in other practice areas, including consumer fraud, commercial litigation, personal injury, and employment discrimination. Prior to joining Capstone, Ms. Lee was an associate at several prominent plaintiff firms, where she litigated complex wage and hour and consumer class actions in state and federal courts. Ms. Lee also has experience defending businesses in cases involving contract disputes and other business litigation matters. Ms. Lee graduated from the Indiana University Maurer School of Law, where she served as the President of the Asian Pacific American Association. She received her undergraduate degree from the University of California, Irvine, where she graduated *cum laude*. Ms. Lee is proficient in Korean.

Trisha Monesi. Trisha Monesi is an associate with Capstone Law. Her practice focuses on client consultation, claim identification, investigation, analysis, and development of new automotive defect class actions and other consumer class actions. She graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations. Trisha is admitted to practice law in California and before the United States District Court for the Central District of California.

Cody Padgett. An associate with Capstone, Cody Padgett's practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. He handles consumer cases at all stages of litigation, and has contributed to major settlements of automobile defect actions valued in the tens of millions. Prior to joining Capstone Law, Mr. Padgett was a certified legal intern with the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*.

Eduardo Santos. Eduardo Santos, an associate at Capstone, represents employees and consumers in class action litigation, with a special focus on negotiating, structuring, managing, and obtaining court approval of Capstone's class action settlements. Having assisted in obtaining court-approval of over 60 wage and hour and consumer class action settlements during the course of his career, Mr. Santos has contributed significantly to the high approval rate of Capstone's settlements. Before joining Capstone, Mr. Santos was an associate at one of California's largest plaintiffs-only employment law firms, and prior to that, an associate at a prominent plaintiff's firm specializing in mass torts litigation, where he was part of a team that secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos received his JD from Loyola Law School of Los Angeles in 2007, which he attended on a full academic scholarship. While in law school, he was an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated *magna cum laude* from UCLA with majors in Political Science and History, and was a recipient of the Ralph J. Bunche scholarship for academic achievement.

Mao Shiokura. Mao Shiokura is an associate with Capstone. Her practice focuses on identifying, analyzing, and developing new wage-and-hour and consumer claims, including violations of the Fair Credit Reporting Act, Consumers Legal Remedies Act, False Advertising Law, and Unfair Competition Law. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in



Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships. Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

Natalie Torbati. Natalie Torbati is an associate with Capstone Law. Her practice focuses on the firm's major motions and trials. Prior to joining Capstone, she was an associate at a prominent plaintiff's firm, where she successfully litigated, mediated, and settled many single-plaintiff employment discrimination, harassment, and retaliation cases. Ms. Torbati obtained her Juris Doctor from UCLA School of Law in 2014, where she served as a writing advisor for UCLA Law's prestigious Lawyering Skills Program, Business Manager for the Women's Law Journal, and Co-Social Chair for the Jewish Law Students Association. She earned her undergraduate degree from the University of Southern California, where she graduated summa cum laude, majoring in Sociology and minoring in Business Law. Natalie is an active member of the Los Angeles County and Beverly Hills Bar Associations, and is admitted to practice law in California. She is fluent in Farsi and proficient in Spanish.

Karen Wallace. An associate with Capstone, Karen Wallace handles the pre-litigation phase for prospective cases including investigation, claim identification and analysis, and client consultation. Ms. Wallace's expertise includes claims for meal and rest period violations, overtime wages, off-the-clock work, misclassification, and other employment and consumer claims. Before attending Southwestern Law School, Ms. Wallace worked as a teacher for many years. She received her doctorate in English from the University of California, Los Angeles, where she also earned her master's degree in American Indian Studies.

Tarek Zohdy. An associate with Capstone, Tarek Zohdy litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class action settlements that have provided significant relief to thousands of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as "Lemon Law." He also handled fraudulent misrepresentation and omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in 2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

OUTREACH AND EDUCATION

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal (www.impactlitigation.com). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.

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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

CARLOS VICTORINO and ADAM TAVITIAN, individually, and on behalf of other members of the general public similarly situated,

Plaintiffs,

V.

FCA US LLC, a Delaware limited liability company,

Defendant.

Case No: 3:16-CV-01617-GPC-JLB

Hon. Gonzalo P. Curiel

DECLARATION OF CARLOS VICTORINO IN SUPPORT OF PLAINTIFFS' MOTION FOR CLASS CERTIFICATION

Date: TBD

Date: TBD
Time: TBD

Place: Courtroom 2D, 2nd Fl.

1 I, Carlos Victorino, declare as follows:

2 1. My name is Carlos Victorino, and I reside in Chula Vista, California.
3 I am over the age of 21 and of sound mind. The statements in this declaration
4 are based on my personal knowledge of the matters discussed. If called as a
5 witness, I could and would competently testify to the following.

6 2. I am one of the named Plaintiffs in this action and make this
7 Declaration in support of Plaintiffs' Motion for Class Certification.

8 3. I purchased a new 2014 Dodge Dart with a Fiat C635 manual
9 transmission from San Diego Chrysler Dodge Jeep Ram (formerly Midway Jeep
10 Chrysler Dodge Ram), an authorized FCA dealer in San Diego, California.

11 4. Before I bought the car, FCA failed to tell me that the hydraulic clutch
12 system was prone to premature failure that could affect my ability to control my
13 car. If, before I purchased the vehicle, FCA had disclosed to me the nature of
14 this defect, in its sales and/or promotional materials or in any other materials
15 that were presented or made available to me, I would not have purchased it.

16 5. I drove my Dodge Dart in a reasonably foreseeable manner and as it
17 was intended to be used, but, since the first day I owned it, the car would stall
18 out nearly every day.

19 6. On or around January 11, 2016, with approximately 34,351 miles on
20 the odometer, I took my Dodge Dart back to San Diego Chrysler Dodge Jeep
21 Ram, complaining that the vehicle was bogging down and failing to accelerate,
22 as if the gears were not catching properly.

23 7. The repair order for my January 2016 service visit explains that
24 "customer reports vehicle has a large delay while shifting into gear" and states
25 that "clutch is shot." The FCA dealer told me that the clutch was worn out and
26 several parts had to be replaced. He also told me I would have to pay at least
27 \$1,000 for repairs because what they diagnosed as a burned clutch is not
28 covered under warranty.

1 8. On January 11, 2016, I did some research online regarding the clutch
2 in my car and discovered that this was a possible known issue with the Dodge
3 Dart. I called FCA's customer service that day to ask FCA if there was any
4 other possible avenue I could pursue with them in order to get my repair done at
5 no cost to me since it seemed to be a known issue. I was told nothing could be
6 done because the dealer said the damage was my fault, which I disputed.

7 9. The January 13, 2016, repair order for my service visit states that the
8 clutch kit, the slave cylinder, and the flywheel were replaced. The repairs cost
9 me \$1,280.31. (*See Exhibit 1.*)

10 10. On or around February 4, 2016, I received a letter from FCA about the
11 X62 Extended Warranty program. The clutch problems it described sounded the
12 same as the problems I was having, and I submitted a claim for reimbursement
13 for the January 2016 clutch repairs. (*See Exhibit 2.*) An FCA representative
14 contacted me to deny my claim because the dealer said the damage to the clutch
15 was my fault.

16 11. Since the January 2016 repair, the clutch has felt soft and just dropped
17 to the floor on at least three separate occasions. I recorded video of the clutch
18 pedal going to the floor in my car on September 7, 2017, and October 6, 2017.
19 My attorneys sent these videos to FCA. As far as I know, FCA's X62 repair has
20 not been performed on my Dodge Dart. (*See Exhibit 3.*)

21 12. I know that I am not alone in experiencing clutch problems and that
22 other Dodge Dart owners have had similar problems with their hydraulic clutch
23 systems.

24 13. I am familiar with the facts and the legal theories in my lawsuit. I
25 have been fully informed of the duties and responsibilities that I have
26 undertaken by seeking to serve as a class representative and am fully willing
27 and able to carry them out.

1 14. I have stayed informed about the status of the lawsuit throughout the
2 course of the litigation.

3 15. I brought this lawsuit on behalf of myself and all other consumers who
4 purchased a Dodge Dart vehicle that suffers from a hydraulic clutch system
5 defect. My interests are consistent with the interests of the other class members.
6 I also understand that, as a class representative, I am obligated to, and will,
7 always consider the interests of the class. I will continue to follow the progress
8 of this lawsuit, provide information to my attorneys, and otherwise help in any
9 way I can.

10 16. Attached to this Declaration are copies of the repair records for my
11 Dodge Dart. Each of these documents is a true and correct copy.

13 I declare under penalty of perjury under the laws of the United States that
14 the foregoing is true and correct.

16 Executed this 10/17/2017 of October, 2017, in Chula Vista, California.

DocuSigned by:
Carlos Victorino
E634D5F0275A454
CARLOS VICTORINO

EXHIBIT 1

EX HH, PG. 331



777 Camino del Rio South San Diego, CA 92108 (619) 224-4151
www.SanDiegoCDJR.com
 "Between 805 & 163"

ARD-277427

BAR#

CUSTOMER NO.	138121	ADVISOR	BRIAN SMITH	806	TAG NO.	1918	INVOICE DATE	01/13/16	INVOICE NO.	JECS367839
CARLOS VICTORINO JR				117.00	LICENSE NO.		MILEAGE	34,351	STOCK NO.	1206
				14/DODGE/DART (2.4L)/P					DELIVERY DATE	03/22/14
				TC 3 C D F B B 7 E D 7 2 4 1 1 4					DELIVERY MILES	32
				F.T.E. NO.		KO. NO.		R.O.	SELLING DEALER NO.	PRODUCTION DATE
								01/12/16	REPRINT#	1
									MO:	34354

JOB# 1 CHARGES

LABOR: 01/12/16 PT. 16 HOURS 0.00 TECH(S) 861 520.00
 CUSTOMER REPORTS VEHICLE HAS A LARGE DELAY WHILE SHIFTING INTO GEAR.
 CLUTCH INGAGES AT THE END OF PEDAL TRAVEL. CLUTCH WORN OUT.
 R&R CLUTCH, SLAVE CYLINDER, AND FLYWHEEL. ALL OVERHEATED AND WARPED. ROAD TEST- CLUTCH NORMAL.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
2	6509898-AA	NUT HEX F 02003014	17.04	34.08	
2	68092630-AA	FLUID C S 01081018	36.30	72.60	
1	5106180-AC	CLTCH KIT 21010031	275.00	275.00	
1	68166658-AA	BEARING C 21005001	258.95	258.95	
1	4549625-AD	FLUID BRA 01081006	10.20	10.20	
1	68065197-AB	CLEANER B 01081025	7.65	7.65	
			TOTAL - PARTS	658.48	

MISC	CODE	DESCRIPTION	CONTROL NO.	
		TOP 10 % PARTS DISCOUNT		-65.85
			TOTAL	-65.85

JOB# 1 TOTALS	LABOR	520.00
	PARTS	658.48
	MISC	-65.85

JOB# 1 JOURNAL PREFIX JECS	JOB# 1 TOTAL	1112.63
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JOB# 2 CHARGES		
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LABOR: 01/20/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 2 TOTALS		
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JOB# 2 JOURNAL PREFIX JECS	JOB# 2 TOTAL	0.00
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JOB# 3 CHARGES		
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LABOR: 01/31/16 PT. TIRE PRESSURE HOURS 0.00 TECH(S) 861 0.00
 PER CALIFORNIA TIRE PRESSURE REGULATION, INSPECT ALL TIRES FOR AIR/PRESSURE AND TREAD DEPTH AND NOTE ON REPAIR ORDER.
 10/32-34PSI

JOB# 3 TOTALS		
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JOB# 3 JOURNAL PREFIX JECS	JOB# 3 TOTAL	0.00
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JOB# 4 CHARGES		
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LABOR: 02/01/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 4 JOURNAL PREFIX JECS	JOB# 4 TOTAL	0.00
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JOB# 5 CHARGES		
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LABOR: 02/02/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 5 JOURNAL PREFIX JECS	JOB# 5 TOTAL	0.00
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JOB# 6 CHARGES		
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LABOR: 02/03/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 6 JOURNAL PREFIX JECS	JOB# 6 TOTAL	0.00
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JOB# 7 CHARGES		
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LABOR: 02/04/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 7 JOURNAL PREFIX JECS	JOB# 7 TOTAL	0.00
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JOB# 8 CHARGES		
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LABOR: 02/05/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 8 JOURNAL PREFIX JECS	JOB# 8 TOTAL	0.00
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JOB# 9 CHARGES		
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LABOR: 02/06/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 9 JOURNAL PREFIX JECS	JOB# 9 TOTAL	0.00
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JOB# 10 CHARGES		
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LABOR: 02/07/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 10 JOURNAL PREFIX JECS	JOB# 10 TOTAL	0.00
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JOB# 11 CHARGES		
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LABOR: 02/08/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 11 JOURNAL PREFIX JECS	JOB# 11 TOTAL	0.00
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JOB# 12 CHARGES		
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LABOR: 02/09/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 12 JOURNAL PREFIX JECS	JOB# 12 TOTAL	0.00
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JOB# 13 CHARGES		
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LABOR: 02/10/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 13 JOURNAL PREFIX JECS	JOB# 13 TOTAL	0.00
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JOB# 14 CHARGES		
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LABOR: 02/11/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 14 JOURNAL PREFIX JECS	JOB# 14 TOTAL	0.00
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JOB# 15 CHARGES		
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LABOR: 02/12/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 15 JOURNAL PREFIX JECS	JOB# 15 TOTAL	0.00
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JOB# 16 CHARGES		
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LABOR: 02/13/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 16 JOURNAL PREFIX JECS	JOB# 16 TOTAL	0.00
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JOB# 17 CHARGES		
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LABOR: 02/14/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 17 JOURNAL PREFIX JECS	JOB# 17 TOTAL	0.00
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JOB# 18 CHARGES		
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LABOR: 02/15/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 18 JOURNAL PREFIX JECS	JOB# 18 TOTAL	0.00
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JOB# 19 CHARGES		
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LABOR: 02/16/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 19 JOURNAL PREFIX JECS	JOB# 19 TOTAL	0.00
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JOB# 20 CHARGES		
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LABOR: 02/17/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 20 JOURNAL PREFIX JECS	JOB# 20 TOTAL	0.00
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JOB# 21 CHARGES		
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LABOR: 02/18/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 21 JOURNAL PREFIX JECS	JOB# 21 TOTAL	0.00
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JOB# 22 CHARGES		
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LABOR: 02/19/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 22 JOURNAL PREFIX JECS	JOB# 22 TOTAL	0.00
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JOB# 23 CHARGES		
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LABOR: 02/20/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 23 JOURNAL PREFIX JECS	JOB# 23 TOTAL	0.00
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JOB# 24 CHARGES		
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LABOR: 02/21/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 24 JOURNAL PREFIX JECS	JOB# 24 TOTAL	0.00
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JOB# 25 CHARGES		
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LABOR: 02/22/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 25 JOURNAL PREFIX JECS	JOB# 25 TOTAL	0.00
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JOB# 26 CHARGES		
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LABOR: 02/23/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 26 JOURNAL PREFIX JECS	JOB# 26 TOTAL	0.00
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JOB# 27 CHARGES		
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LABOR: 02/24/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 27 JOURNAL PREFIX JECS	JOB# 27 TOTAL	0.00
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JOB# 28 CHARGES		
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LABOR: 02/25/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 28 JOURNAL PREFIX JECS	JOB# 28 TOTAL	0.00
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JOB# 29 CHARGES		
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LABOR: 02/26/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 29 JOURNAL PREFIX JECS	JOB# 29 TOTAL	0.00
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JOB# 30 CHARGES		
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LABOR: 02/27/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 30 JOURNAL PREFIX JECS	JOB# 30 TOTAL	0.00
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JOB# 31 CHARGES		
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LABOR: 02/28/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 31 JOURNAL PREFIX JECS	JOB# 31 TOTAL	0.00
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JOB# 32 CHARGES		
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LABOR: 03/01/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 32 JOURNAL PREFIX JECS	JOB# 32 TOTAL	0.00
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JOB# 33 CHARGES		
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LABOR: 03/02/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 33 JOURNAL PREFIX JECS	JOB# 33 TOTAL	0.00
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JOB# 34 CHARGES		
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LABOR: 03/03/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 34 JOURNAL PREFIX JECS	JOB# 34 TOTAL	0.00
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JOB# 35 CHARGES		
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LABOR: 03/04/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 35 JOURNAL PREFIX JECS	JOB# 35 TOTAL	0.00
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JOB# 36 CHARGES		
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LABOR: 03/05/16 PT. VEHICLE CHECK. HOURS 0.00 TECH(S) 861 0.00
 PERFORM CHECK LIST INSPECTION.
 ROUTINE MAINTENANCE
 PER CUSTOMERS REQUEST PERFORMED MULTI POINT INSPECTION.

JOB# 36 JOURNAL PREFIX JECS	JOB# 36 TOTAL	0.00
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JOB# 37 CHARGES		
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LABOR: 03/06/16

2/8/2016

Credit Card - 7133

Current Balance	\$1,280.31
Statement Balance	\$0.00
Minimum Payment	\$0.00 due on --/--/--
Available Credit	\$2,719.69

Transactions

Date	Description	Credits	Charges
Completed Transactions			
01/14/2016	Sd Chrysler Dodge Jeep San Diego Ca		\$1,280.31



777 Camino del Rio South San Diego, CA 92108 (619) 224-4151

www.SanDiegoCDJR.com

"Between 805 & 163"

ARD-277427

BAR#

CUSTOMER NO.	138121	ADVISOR	BRIAN SMITH	TAG NO.	806 1918	INVOICE DATE	01/13/16	INVOICE NO.	JECS367839
CARLOS VICTORINO JR		117.00	LICENSE NO.	MILEAGE	34,351	COLOR	BLACK CLEAR	STOCK NO.	1206
		14/DODGE/DART (2.4L)/P				DELIVERY PTD	03/22/14	DELIVERY MILES	32
		TC 3 C D F B B 7 E D 7 2 4 1 1 4				SELLING DEALER NO.		PRODUCTION DATE	
		F.I.T. NO.	P.O. NO.			R.O. ONE	01/12/16	REPRINT#	1
								MO:	34354

LABOR

#343210E2 TRANSMISSION GROUP HOURS 1.00 CLUTCH(S) 861 WARRANTY
 CUSTOMER REPORTS VEHICLE DOES NOT ACCELERATE WHEN IN GEAR. ADVISE
 CLUTCH IS SHOT
 R&R CLUTCH, SLAVE CYLINDER, AND FLYWHEEL.

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----WARRANTY-----
 1 5106179-AA FLYWHEEL 09045001 TOTAL PARTS 0.00

JOB# 4 TOTALS-----
 JOB# 4 JOURNAL PREFIX JECS JOB# 4 TOTAL 0.00

ESTIMATE-----

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
 ORIGINAL ESTIMATE OF \$1280.00 (+TAX)

COMMENTS-----

LABOR DISCOUNTED TO \$70.00 AS PER PHILIPS

TECHNICIAN CERTIFICATION-----

861

RUSSELL SCHMITT

TOTALS-----

SAN DIEGO CDJR OFFERS TWO TYPES OF ALTERNATE TRANSPORTATION.
 ASK YOUR SERVICE ADVISOR FOR DETAILS.

MAY WE SCHEDULE YOUR NEXT SERVICE FOR YOU TODAY?

AS A VALUED SAN DIEGO CDJR CUSTOMER YOUR SATISFACTION IS OUR GOAL. YOUR VEHICLES REPAIRS WERE INSPECTED FOR QUALITY ASSURANCE BY A CHRYSLER CERTIFIED TECHNICIAN. IF YOU HAVE ANY QUESTIONS, PLEASE SEE YOUR ADVISOR.

TOTAL LABOR...	520.00
TOTAL PARTS...	658.48
TOTAL SUBLET...	0.00
TOTAL G.O.F...	0.00
TOTAL MISC CHG...	0.00
TOTAL MISC DISC	-65.85
TOTAL TAX.....	52.68

TOTAL INVOICE \$ 1165.31

San Diego Chrysler Dodge Jeep Ram

 777 Camino del Rio South
 San Diego, CA 92108
 (619) 224-4151
 www.SanDiegoCDJR.com
FOR YOUR CONVENIENCE

SERVICE DEPT. HOURS:
 MONDAY THRU FRIDAY
 7:00 A.M. TO 6:00 P.M.
 SATURDAY
 7:30 A.M. TO 5:00 P.M.

PARTS DEPT. HOURS:
 MONDAY THRU FRIDAY
 7:30 A.M. TO 5:30 P.M.
 SATURDAY
 7:30 A.M. TO 5:00 P.M.

CARS CAN BE PICKED UP AFTER 6:00 P.M. BY APPOINTMENT

PLEASE SEE REVERSE SIDE FOR EXPLANATION OF WARRANTY.**Thank You**

Thank you for this opportunity to serve you. It is our aim to perform all the repairs on this repair order to your complete satisfaction. If you have any questions please contact your service advisor immediately.

POWER OF ATTORNEY

The undersigned, hereinafter called "insured" for the consideration of repairs made to "insured's" automobile, does hereby grant to said insured's power of attorney to sign or endorse any checks and/or drafts made payable to insured, and any releases thereto, as settlement for insured's claim for damages to the above described automobile.

METHOD OF PAYMENTCASH CR. CARD CHARGE CHECK # _____ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED
VIC_00007

CUSTOMER SIGNATURE

DUPLICATE INVOICE

SAN DIEGO AUTO

EXHIBIT 2

EX HH, PG. 335

2013 – 2015 Dodge Darts and 2014 – 2015 Jeep Cherokee Models
 Hydraulic Clutch Master Cylinder / Reservoir Hose
EXTENDED WARRANTY
CUSTOMER REIMBURSEMENT CLAIM FORM

Date Claim Submitted:

01/13/2016 07/04 - 2016

17-Digit Vehicle Identification Number (VIN):

1C3CDFBB7ED724114

Mileage at Time of Repair:

34,351

Date of Repair:

01/13-2016

Customer First & Last Name (please print):

CARLOS VICTORINO

Street Address or PO Box Number:

—

City:

— State: —

Zip Code:

—

Daytime Telephone Number (include Area Code):

——

Evening Telephone Number (include Area Code):

——

Amount of Reimbursement Requested: \$

\$ 1,280.31

The following documentation must accompany this claim form.

Original or clear copy of all receipts, invoices, and repair orders that show:

- The name and address of the person who paid for the repair.
- The Vehicle Identification Number (VIN) of the vehicle that was repaired.
- What repair was completed, when it was done, and who did it.
- The total cost of the repair expense and the date of payment. (Copy of the front and back of cancelled check, copy of credit card receipt, credit card itemized invoice, etc.)

My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.

Customer Signature:

The two methods for submission are by postal mail or electronically. For postal submission please mail this claim form and the required documents to:

FCA US LLC Customer Care
 P.O. Box 21-8004
 Auburn Hills, MI 48321-8004

If you have a scanner and desire electronic document submission, please go to www.chrysler.com/chryslercares and complete the webform. Indicate in the narrative "X62 Repair Reimbursement – Request for Electronic Document Submission Link". Instructions will be sent to your email address to scan and submit your documents electronically.

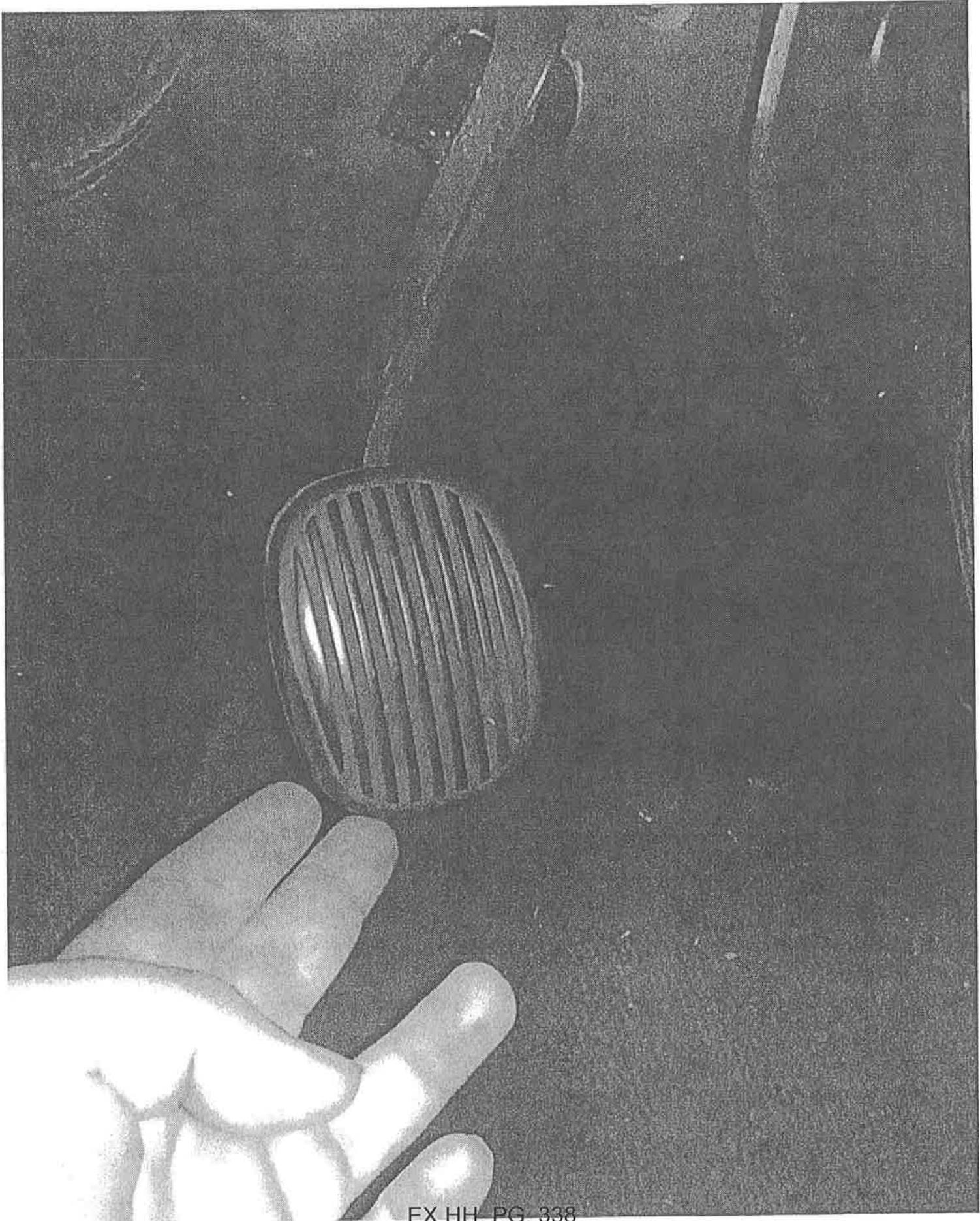
Your claim will be acted upon within 60 days of receipt. If you have any questions, please contact the FCA US LLC Customer Care at 1-800-4-A-Dodge (423-6343) or 1-877-I AM-JEEP (426-5337).

VIC_00005

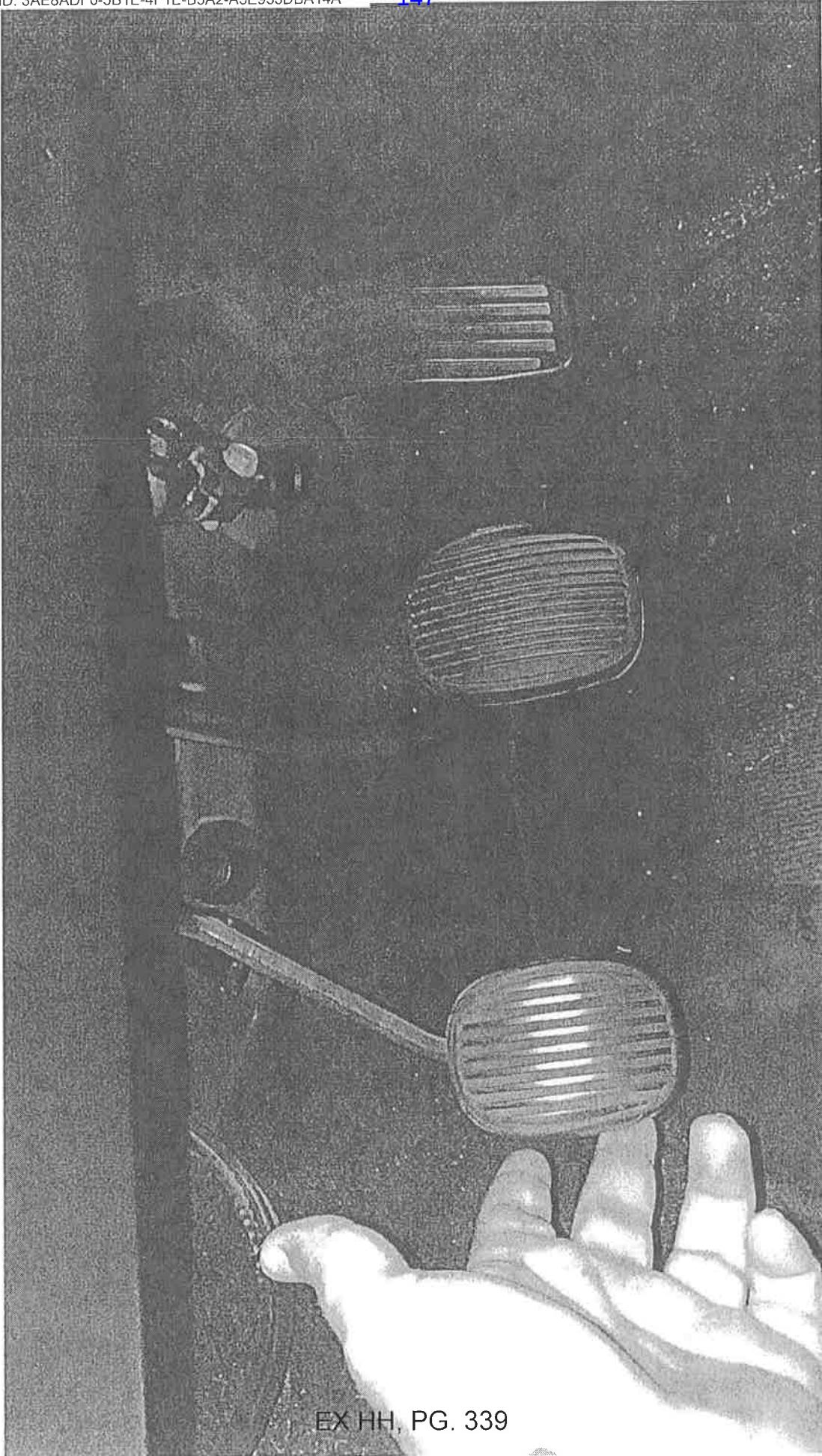
EX HH, PG. 336

EXHIBIT 3

EX HH, PG. 337



EX HH, PG. 338



EX HH, PG. 339

Jordan L. Lurie (SBN 130013)
Jordan.Lurie@capstonelawyers.com
Tarek H. Zohdy (SBN 247775)
Tarek.Zohdy@capstonelawyers.com
Cody R. Padgett (SBN 275553)
Cody.Padgett@capstonelawyers.com
Karen L. Wallace (SBN 272309)
Karen.Wallace@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

CARLOS VICTORINO and ADAM TAVITIAN, individually, and on behalf of other members of the general public similarly situated,

15 Plaintiffs,

16

17 FCA US LLC, a Delaware limited liability
company,

18 | Defendant.

Case No: 3:16-CV-01617-GPC-JLB
Hon. Gonzalo P. Curiel

DECLARATION OF ADAM TAVITIAN IN SUPPORT OF PLAINTIFFS' MOTION FOR CLASS CERTIFICATION

Date: TBD
Time: TBD
Place: Courtroom 2D, 2nd Fl.

1 I, Adam Tavitian, declare as follows:

2 1. My name is Adam Tavitian and I reside in Los Angeles, California. I
3 am over the age of 21 and of sound mind. The statements in this declaration are
4 based on my personal knowledge of the matters discussed. If called as a witness,
5 I could and would competently testify to the following.

6 2. I am one of the named Plaintiffs in this action and make this
7 Declaration in support of Plaintiffs' Motion for Class Certification.

8 3. I purchased a new 2013 Dodge Dart with a with a Fiat C635 manual
9 transmission from Stewart Chrysler Dodge Jeep Ram, an authorized FCA dealer
10 in San Mateo, California.

11 4. Prior to my purchase, FCA failed to disclose to me that the hydraulic
12 clutch system was susceptible to dangerous and premature catastrophic failure.
13 Had FCA disclosed to me before I purchased the vehicle the nature of this
14 defect in its sales and/or promotional materials, or in any other materials that
15 were presented or made available to me, I would not have purchased it.

16 5. I drove my Dodge Dart in a reasonably foreseeable manner and as it
17 was intended to be used. Within six months, I noticed persistent variations in
18 the pressure and responsiveness of the clutch pedal.

19 6. On or about July 7, 2014, with approximately 42,075 miles on the
20 odometer, my clutch pedal stuck to the floor while I was driving up the
21 Grapevine, a steep incline on Interstate 5 about 50 miles from Los Angeles. I
22 had to pull onto the freeway's narrow median and wait for the clutch to cool
23 down. I was able to continue driving but had to pull up the clutch pedal after
24 every shift until I got home. I subsequently took my Dodge Dart to Rydell
25 Chrysler Dodge Jeep Ram, an authorized FCA dealer in San Fernando,
26 California, for repairs.

27 7. The July 8, 2014, repair order for my service visit explains that "the
28 clutch keeps getting stuck" and "will not allow customer to shift between gears

1 at times.” The service advisor told me that the clutch master cylinder was
2 leaking and had to be replaced. I paid \$298.33 for the repair. (*See Exhibit 1.*)

3 8. On or around June 5, 2016, I submitted a claim for reimbursement for
4 the July 2014 repair after receiving a letter from FCA regarding the X62
5 Extended Warranty program. FCA agreed that the repair was made pursuant to
6 the warranty extension, but my claim for reimbursement was denied based on a
7 dispute regarding my right to warranty coverage. (*See Exhibit 2.*)

8 9. On or around July 9, 2016, while I was driving from Los Angeles to
9 Palm Springs, my clutch failed entirely and stayed stuck to the floor. I had the
10 car towed to Glendale Dodge Chrysler Jeep. The service advisor verified that
11 the clutch pedal was stuck to the floor. He informed me that there were multiple
12 problems with the clutch, including the pressure plate and throw out bearing,
13 and that the whole clutch mechanism had to be replaced at a cost of
14 approximately \$1,700.

15 10. The car remained at the dealership while FCA arranged for its legal
16 inspection of the hydraulic clutch system.

17 11. The August 31, 2016, repair order that I received for my service visit
18 states only that the problem with my vehicle was the clutch and that I declined
19 to have the clutch repaired by the dealer. I discovered later that the clutch
20 master cylinder and reservoir hose had been replaced by FCA, but the clutch
21 problem persisted. (*See Exhibit 3.*)

22 12. On or around October 3, 2016, I brought my car to an independent
23 mechanic, J&E Auto Services, Inc. (“J&E”), and told them what the service
24 advisor at Glendale Dodge Chrysler Jeep told me, that the hydraulic clutch
25 system needed a new pressure plate and throw out bearing. J&E was not
26 ultimately able to fix the clutch pedal sticking to the floor and refunded the
27 money I had paid for repairs.
28

1 13. On or around January 24, 2017, the clutch pedal stuck again, and I had
2 my car towed to Russell Westbrook Chrysler Dodge Jeep Ram in Van Nuys.
3 The service technician verified that the clutch pedal was sticking and told me he
4 would reconnect the hydraulic master clutch hose and bleed the clutch system.

5 14. The repair order for my January 2017 visit explains that “per customer
6 request, re connect [sic] hydraulic hose, bleed clutch hydraulic system, no
7 further diagnoses.” The repair cost me \$318.88. (*See Exhibit 4.*)

8 15. On or around February 20, 2017, the clutch pedal stuck again, and I
9 had the car towed back to Russell Westbrook Chrysler Dodge Jeep Ram. To the
10 best of my understanding, repairs were delayed while FCA decided whether or
11 not it wanted to do another legal inspection, and my car remained at the
12 dealership for several weeks.

13 16. The March 15, 2017, repair order for the February 2017 service visit
14 states that “clutch hydraulic hose came loose from connector causing fluid
15 loss...replaced clutch pressure hose and connector. Bleed system. Recheck
16 clutch system for leaks.” The repair order also states “gave customer a credit of
17 \$318.88 toward this repair” from the previous visit, but I paid \$404.86 for
18 repairs. (*See Exhibit 5.*)

19 17. I continue to experience problems with the hydraulic clutch system in
20 my Dodge Dart.

21 18. I have since learned that I am not alone in experiencing clutch
22 problems and that other Dodge Dart owners have also had similar problems with
23 the hydraulic clutch system.

24 19. I am familiar with the factual and legal theories in this lawsuit. I have
25 also been fully informed of the duties and responsibilities that I have undertaken
26 by seeking to serve as a class representative. I am fully willing and able to carry
27 out those duties and responsibilities.

28

1 20. I have stayed informed about the status of the lawsuit throughout the
2 course of this litigation.

3 21. I have brought this lawsuit on behalf of myself and all other
4 consumers who are similarly situated in that they all purchased a Dodge Dart
5 vehicle that suffers from a hydraulic clutch system defect. I have no interest
6 inconsistent with the interests of the other members of the class and understand
7 that, as a class representative, I am obligated to, and will, always consider the
8 interests of the class. I will continue to follow the progress of this lawsuit,
9 provide information to the attorneys who are representing me, and help in any
10 way that I can.

11 22. Attached to this Declaration are copies of the repair records for my
12 vehicle. Each of these documents is a true and correct copy.

14 I declare under penalty of perjury under the laws of the United States that
15 the foregoing is true and correct.

17 Executed this 10/17/2017 day of October, 2017, in Los Angeles, California.

DocuSigned by:

Adam
5413100497124D8

EXHIBIT 1

EX II, PG. 345



Rydell Chrysler Dodge Ram
 700 San Fernando Rd. • San Fernando, CA 91340
 MAIN (818) 493-6300 • SERVICE (818) 493-6301
 PARTS (818) 493-6303
www.rydellchryslerdodgejeepram.com

BAR #ARD273723

CUSTOMER NO. 281621	NAME LT.ZBETH ALVARADO	ADDRESS LICENSE NO. 6YPA053	TAG NO. MILEAGE 42,101	CELL/PAGER	CELL
				INVOICE DATE 07/08/14	INVOICE NO. C3CS587623
ADAM TAVITIAN		YEAR / MAKE / MODEL 13/DODGE/DART/4DR SDN	DELIVERY DATE	DELIVERY MILES	
		VEHICLE I.D. NO. 1C3CDFBRHXDD153964	SELLING DEALER NO.	PRODUCTION DATE	
RESIDENCE PHONE	BUSINESS PHONE	Comments	P.O. NO.	R.C. DATE 07/08/14	

EPA #0050232051 BAR #

JOB# 1 CHARGES

LABOR
 J# 1 01CHZATIREPRESS TIRE PRESSURES TECH(S):3504 0.00
 SET TIRE PRESSURE TO FACTORY SPECIFICATIONS.
 SET TIRE PRESSURES
 LF 32 PSI RF 32 PSI LR 32 PSI RR 32 PSI

JOB# 1 TOTALS

JOURNAL PREFIX C3CS JOB# 1 TOTAL



JOB# 2 CHARGES

LABOR
 J# 2 02CHZD DRIVEABILITY TECH(S):3504 40.00
 CUSTOMER STATES VEHICLE KEEPS HAVING TO BE JUMP STARTED
 CK AND ADVISE
 REPLACED BATTERY HAD BAD CELL SEE ATTACHED PAPERWORK
 VEHICLE DRAW WITH IN SPEC @ .029MA

PARTS QTY FP-NUMBER DESCRIPTION UNIT PRICE
 1 BB048750-AA BATTERY S 01083001 193.36 193.36
 -1 BB048750-AA CORE RETURN 18.00 -18.00
 TOTAL PARTS 175.36

JOB# 2 TOTALS

JOURNAL PREFIX C3CS JOB# 2 TOTAL 215.36



JOB# 3 CHARGES

LABOR
 J# 3+12CHZ TRANSMISSION TECH(S):9564 210.00
 CUSTOMER STATES CLUTCH KEEPS GETTING STUCK.
 SOP MASTER CYLINDER IS IN
 MASTER CYLINDER LEAKING
 REPLACED CLUTCH MASTER CYLINDER

PARTS QTY FP-NUMBER DESCRIPTION UNIT PRICE
 1 52104854-AB ACTUATOR 21101016 79.01 79.01
 1 4549625-AD FLUID BRA 01081006 9.32 9.32
 TOTAL PARTS 88.33

JOB# 3 TOTALS

LABOR 210.00
 PARTS 88.33
 JOURNAL PREFIX C3CS JOB# 3 TOTAL 298.33

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
 ORIGINAL ESTIMATE OF \$235.00 (+TAX)
 APPROVED REVISED ESTIMATE (# 1) OF \$538.00 (+TAX) ON 07/08/14 AT 03:52pm
 BY ADAM TAVITIAN COMMENTS MASTER CYLINDER ORDERED ON LAST VISIT

Rydell Chrysler Dodge Ram
 700 San Fernando Rd. • San Fernando, CA 91340
 MAIN (818) 493-6300 • SERVICE (818) 493-6301
 PARTS (818) 493-6303
www.rydellchryslerdodgejeepram.com

BAR #ARD273723

CUSTOMER NO. 281621	ADVISOR LIZBETH ALVARADO LOCKSMITH NO. 6YPA053	TMS NO. 3500 MILEAGE 42,101	INVOICE DATE 07/08/14	CELL # G3CS587623 STOCK NO.
YEAR / MAKE / MODEL 13/DODGE/DART/4DR SDN VEHICLE ID. NO. 1C3CDFBHXP0153964 F.T.E. NO.		P.O. NO.	DELIVERY DATE	DELIVERY MILES
			SELLING DEALER NO.	PRODUCTION DATE
			R.O. DATE	
			07/08/14	
REMARKS: EPA#	BUSINESS PHONE	COMMENTS		

Comments -
NEED BACK A.S.A.P

TOTALS

WELCOME TO RYDELL SERVICE DEPARTMENT
 EPA # CAL000232051
 WE ARE OPEN FROM 7:00AM TO 7:00PM, MONDAY THROUGH FRIDAY
 SATURDAYS WE ARE OPEN FROM 8:00AM TO 5:00 PM. CLOSED SUNDAYS

TOTAL LABOR....	250.00
TOTAL PARTS....	263.69
TOTAL SUBLET...	0.00
TOTAL G.O.G...	0.00
TOTAL MISC CHG...	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	25.05

TOTAL INVOICE \$ 538.74



COMPLETELY SATISFIED ??

- * You may receive a survey from Chrysler regarding your service experience at Rydell Chrysler Dodge Ram.
- * If you cannot rate it "COMPLETELY SATISFIED" please call our service department at (818) 493-6301, so we can assist and better serve you. We appreciate your business.*

CUSTOMER SIGNATURE

RECEIVED BY:

PAID

card



Rydell Chrysler Dodge Jeep Par Receipt

Page 1 of 1

Rydell Chrysler Dodge Jeep Par Account Transaction Results

700 San Fernando Rd
San Fernando, CA 91340
Phone # 818-817-4601

Status: **approved**

Transaction ID: **027-0089701175**

Transaction Details

Date: **07-08-2014 16:10 PDT**

Transaction Type: **sale**

Amount: **\$538.74**

Card Type: **Visa**

Account Number: **xxxxxxxx-0123**

Name: **JENNIFER
TAVITIAN**

Ticket: **RO#587623**

Authcode: **00590D**

Customer Signature **X** _____

VIC_00330
https://vault.trustcommerce.com/trans-resp.php?PO=048=vt.php&returnName=Virtual+... 7/8/2014

Fax

To: FCA Customer Center (Reimbursement) **From:** Adam Tavitian

Fax: 818-708-6620 **Pages:** 5 (including cover)

Phone: 310-498-5755 **Date:** 5/4/16

Re: Reimbursement request for Dodge Dart **CC:**

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

Thank you,

TRANSMISSION VERIFICATION REPORT

TIME : 05/04/2016 12:32
NAME
FAX
TEL
SER. #: U63274L3J547016

DATE, TIME	05/04 12:30
FAX NO. / NAME	8777685076
DURATION	00: 01:33
PAGE(S)	05
RESULT	OK
MODE	STANDARD ECM

Thank you,

EXHIBIT 2

EX II, PG. 351

Adam Tavitian

VIN: 1C3CDBFBHXDD153964



Dear Adam Tavitian:

This letter is to inform you that the warranty period (3 years or 36,000 miles) on your vehicle's hydraulic clutch master cylinder / reservoir hose has been extended to 5 years/60,000 miles. This extended hydraulic clutch master cylinder / reservoir hose warranty coverage applies to certain 2013-2015 model year Dodge Dart vehicles and 2014-2015 model year Jeep Cherokee vehicles. Our records show that you either own or lease one of the vehicles affected by this extended warranty.

We are extending the hydraulic clutch master cylinder / reservoir hose warranty period because some of the affected vehicle population may experience a loss of clutch pedal operation including limited pedal travel and limited clutch disengagement. If you are experiencing this condition now or in the future, simply contact your dealer to have the appropriate repairs performed. **Conversely, if you do not experience this condition, then your hydraulic clutch master cylinder / reservoir hose is operating correctly and no repair is necessary.**

If you have already experienced this condition and previously paid for a repair, you may be eligible to receive a reimbursement. You may complete the enclosed Customer Reimbursement Claim Form and send your original receipts, invoices and/or repair order to the following address for reimbursement. Your claim will be acted upon within 60 days of receipt:

*Reimbursement
requested!*

FCA US LLC Customer Center
P.O. Box 21-8004
Auburn Hills, MI 48321-8004
Attn: Reimbursement

*Fax +0 : 877
768
5016*

If you have questions or need any assistance, please contact your dealer or the FCA US LLC Customer Care. FCA US LLC Customer Care is available 24 hours a day / 7 days a week. They can be reached at: 1-800-423-6343 (800-4ADodge) or 1-877-426-5337 (877-IAMJEEP).

Please keep this letter in your glove box along with your vehicle's other warranty information for future reference if necessary. This warranty extension applies only to the hydraulic clutch master cylinder / reservoir hose condition described above; the other terms and the "What's Not Covered" items of your warranty remain the same as stated in your Warranty Information book.

FCA US LLC is taking this action to demonstrate its commitment to your continued satisfaction.

FCA US LLC



EX II, PG. 352

VIC_00304

EXHIBIT 3

EX II, PG. 353

30279 TAV



GLENDALE DODGE CHRYSLER JEEP
900 S. BRAND BLVD
GLENDALE, CA 91204
PH(818)242-4161 FAX(818-242-3202
BAR#ARD00220501 EPA# CAL000383239

ADAM TAVITIAN		VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
		1C3CDFBXDD153964		60731	60731	08/19/16 10:36	08/31/16	30279
		VEHICLE DESCRIPTION			TAG NO.	STATUS		
		2013 DODGE DART SXT ()			06673	PARTIAL-COMPLETE-P		
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PRD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS	
104466							Cash	
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.		NO COMMENT		
				MARVIN MELARA (381)				
Totals								
Amount								
Warr-Deduct \$100.00								
TOTAL CREDIT CARD \$100.00								

PAID OCT 03 2016

AM

J GR



GLENDALE DODGE CHRYSLER JEEP
900 S. BRAND BLVD
GLENDALE, CA 91204
PH(818)242-4161 FAX(818-242-3202
BAR#ARD00220501 EPA# CAL000383239

30279 TAV

ADAM TAVITIAN		VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
		1C3CDFBXDD153964		60731	60731	08/19/16 10:36	08/31/16	30279
		VEHICLE DESCRIPTION				TAG NO.	STATUS	
		2013 DODGE DART SXT ()				06673	PARTIAL-COMPLETE-P	
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS	
104466							Cash	
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.		SERV. ADV.	NO COMMENT		
MARVIN MELARA (381)								
Line	Op-Code	Fail Code	Tech	Hours	Type	Amount		
A *	00000		A16		Customer	\$0.00		
Concern	Multi-point inspection (according to maintenance interval)							
Correction	PLEASE SEE YOUR INSPECTION SHEET FOR RECOMMENDATIONS.							
							Line Total... \$0.00	
B *	06		A16		Customer	\$0.00		
Concern	CLUTCH							
Cause	CLUTCH							
Correction	customer declined clutch							
							Line Total... \$0.00	
C +	05		A16		Warranty			
Concern	e brake handle loose							
Cause	Removed center console for inspection found e brake handle lock was worn out and will not hold in place.							
Correction	Replaced e brake handle.							
Part Number	Description			Qty.				
1SX90DX9AK	LEVER PARKI			1				
D +	07		A16		Warranty			
Concern	coolant leak							
Cause	DURING INSPECTION FOUND COOLANT RESEVOR RETURN HOSE (T SPLCE) WAS BROKEN.							
Correction	REPLACED COOLANT RESEVOR RETURN HOSE.							
Part Number	Description			Qty.				
4893205AB	TUBE TURBO			1				
68048953AB	ANTIFREEZCOOLA			1				
Warranty Claim Type: W	Authorization Code:	Service Cont No:						

EXHIBIT 4

EX II, PG. 356

CUSTOMER #: 303872

511713



ADAM TAVITIAN

* INVOICE *

PAGE 1

6110 Van Nuys Blvd
Van Nuys, CA 91401
(818) 787-0800
www.russellwestbrookcdjr.com

BAR # AR000284447 EPA # CAL000417377

BUS#	CONT#		CELL#	MAKE/MODEL	VIN	SERVICE ADVISOR: 20467 BULMARO CABRERA	LICENSE	MILEAGE IN / OUT	TAG
	COLOR	YEAR							
BLACK	13	DODGE DART			1C3CDPBHXDD153964			62000/62000	TR825
DEL. DATE	PROD. DATE	WARR. EXP.		PROMISED	PO. NO.	RATE	PAYMENT		INV. DATE
10NOV12 DT				12:00 24JAN17			CASH		26JAN17
R.O. OPENED	READY			OPTIONS: ENG: 1.4 Liter Turbo					
10:09 24JAN17	18:26 26JAN17								
LINB OPCODE TECH TYPE HOURS							LIST	NET	TOTAL

A General Concern #1 TOWED IN VEHICLE. CUSTOMER STATES CLUTCH PEDAL STUCK. PLEASE CHECK AND ADVISE

GEN BLEED CLUTCH HYDRAULIC SYSTEM WORK AS

DESIGNED

20470 CFL

315.88 315.88

62000

UPON INSPECTION FOUND HYDRAULIC CLUTCH MASTER HOSE DISCONNECTED, PER CUSTOMER REQUEST, RE CONNECT HYDRAULIC HOSE, BLEED CLUTCH HYDRAULIC SYSTEM. NO FURTHER DIAGNOSES

WORKS AS DESIGNED THIS TIME.

LABOR 2.00

B PERFORM MULTI-POINT VEHICLE INSPECTION. SET TIRES PRESSURE TO MANUFACTURES SPECIFICATION LISTED ON THE DRIVER'S SIDE B-PILLAR OR REAR EDGE OF THE DRIVER'S SIDE DOOR

CAUSE: MULTI-POINT INSPECTION COMPLETED. TIRES PRESSURE WAS SET ACCORDING TO MANUFACTURES SPECIFICATIONS LISTED ON THE DRIVER'S SIDE B-PILLAR OR REAR EDGE OF THE DRIVER'S SIDE DOOR. SEE ATTACHED INSPECTION FORM FOR RESULTS. TIRES PRESSURES SET AS FOLLOWS:

MPI COMPLETED. SET TIRES PRESSURE TO FACTORY SPECS.

20470 ISPI

(N/C)

LST: 315.88 DT: 24JAN17 10:09 SA: 20467

JAN 28 2017

CKM

ARBITRATION REQUIRED BY THIS AGREEMENT: THE PARTIES AGREE THAT INSTEAD OF LITIGATION IN A COURT, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR REPAIR OF THE MOTOR VEHICLE OR TO THIS DOCUMENT OR TO ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE MOTOR VEHICLE SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, UNDER ITS COMMERCIAL ARBITRATION RULES. SUCH ARBITRATION SHALL BE CONDUCTED IN LOS ANGELES COUNTY, CALIFORNIA. EACH PARTY WILL PAY THEIR OWN COSTS. ANY JUDGEMENT RENDERED BY THE ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	315.88
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	315.88
LESS DISCOUNTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	315.88

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

VIC_00323

RÜSSEN WESTLICHEN LAND 4

6110 Van Nuys Blvd

Van Nuys California 91401

(818) 787-0800

Customer information

Streets

Model

Stockholder Signature

[Signature]

VITIAN ADAM

Transaction information

Sale

Agree to Pay Above Total Amount According to Card Issuer Agreement (Merchant Agreement if Credit Voucher).

Merchant / Customer Copy

EX II, PG. 358

VIC 00324

EXHIBIT 5

EX II, PG. 359

CUSTOMER #: 303872

513039



* INVOICE *

ADAM TAVITIAN

PAGE 1

6110 Van Nuys Blvd
Van Nuys, CA 91401
(818) 787-0800
www.russellwestbrookcdjr.com

BAR # ARD00284447 EPA # CAL000417377

SERVICE ADVISOR: 20467 BULMARO CABRERA

BUS:	CELL:	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG		
COLOR	YEAR	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
BLACK	13	DODGE DART		1C3CDFBHXDD153964		62196/62203	TR132	
DEL. DATE								
30NOV12 DL				17:00 20FEB17			CASH	15MAR17
R.O. OPENED	READY			OPTIONS: ENG:1.4 Liter Turbo				
10:36 20FEB17	14:22 15MAR17							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A TOWED IN VEHICLE, CUSTOMER STATES CLUTCH PEDAL IS NOP, REFERENCE RO.

511713 TECH 20470, PLEASE CHECK AND ADVISE
GEN CLUTCH PRESSURE HOSE, CONNECTORS REPLACEMENT

AND BLEED SYSTEM COMPLETED

20470 CPR

1	52104845AF HOSE-CLUTCH HYDRAULIC	117.78	117.78	117.78
1	58144385AA UNION-CLUTCH TUBE	17.20	17.20	17.20
1	4318080AD *FLUID-BRAKE	11.83	11.83	11.83
1	68105333AA CLIP-CLUTCH TUBE	13.06	13.06	13.06

62196 CLUTCH HYDRALIC HOSE CAME LOOSE FROM CONNECTOR CAUSING FLUID LOSS. 3.00 REPLACED CLUTCH PRESSURE HOSE AND CONNECTOR. BLEED SYSTEM. RECHECK CLUTCH SYSTEM FOR LEAKS. NO OTHER HYDRAULIC FLUID LEAKS FOUND THIS TIME. TEST DRIVE VEHICLE TO VERIFY REPAIR. CLUTCH WORKING AS DESIGNED THIS TIME. MILEAGE OUT IS 62203. NOTE: GAVE CUSTOMER A CREDIT OF \$315.88 TOWARD THIS REPAIR FROM RO 511713

 B. PERFORM MULTI-POINT VEHICLE INSPECTION. SET TIRE PRESSURE TO MANUFACTURES SPECIFICATION LISTED ON THE DRIVER'S SIDE B-PILLAR OR REAR EDGE OF THE DRIVER'S SIDE DOOR.
 CAUSE: MULTI-POINT INSPECTION COMPLETED. TIRE PRESSURE WAS SET ACCORDING TO MANUFACTURES SPECIFICATIONS LISTED ON THE DRIVER'S SIDE B-PILLAR OR REAR EDGE OF THE DRIVER'S SIDE DOOR. SEE ATTACHED INSPECTION FORM FOR RESULTS. TIRE PRESSURES SET AS FOLLOWS:

MPI COMPLETED SET TIRES PRESSURE TO FACTORY SPECS

TO LF35, LR35, RR35, RF35

20470 ISH

Owner Name
1234 Anywhere St
Anytown, St XXXXX
VIN: xxxxxxxxxxxxxxxxxx

Dear (Name):

This letter is to inform you that the warranty period (3 years or 36,000 miles) on your vehicle's hydraulic clutch master cylinder / reservoir hose has been extended to 5 years/60,000 miles. This extended hydraulic clutch master cylinder / reservoir hose warranty coverage applies to certain 2013-2015 model year Dodge Dart vehicles and 2014-2015 model year Jeep Cherokee vehicles. Our records show that you either own or lease one of the vehicles affected by this extended warranty.

We are extending the hydraulic clutch master cylinder / reservoir hose warranty period because some of the affected vehicle population may experience a loss of clutch pedal operation including limited pedal travel and limited clutch disengagement. If you are experiencing this condition now or in the future, simply contact your dealer to have the appropriate repairs performed. **Conversely, if you do not experience this condition, then your hydraulic clutch master cylinder / reservoir hose is operating correctly and no repair is necessary.**

If you have already experienced this condition and previously paid for a repair, you may be eligible to receive a reimbursement. You may complete the enclosed Customer Reimbursement Claim Form and send your original receipts, invoices and/or repair order to the following address for reimbursement. Your claim will be acted upon within 60 days of receipt:

FCA US LLC Customer Center
P.O. Box 21-8004
Auburn Hills, MI 48321-8004
Attn: Reimbursement

If you have questions or need any assistance, please contact your dealer or the FCA US LLC Customer Care. FCA US LLC Customer Care is available 24 hours a day / 7 days a week. They can be reached at: 1-800-423-6343 (800-4ADodge) or 1-877-426-5337 (877-IAMJEEP).

Please keep this letter in your glove box along with your vehicle's other warranty information for future reference if necessary. This warranty extension applies only to the hydraulic clutch master cylinder / reservoir hose condition described above; the other terms and the "What's Not Covered" items of your warranty remain the same as stated in your Warranty Information book.

FCA US LLC is taking this action to demonstrate its commitment to your continued satisfaction.

FCA US LLC

